

NTPC Limited
(A Government of India Enterprise)
SHARED SERVICES CENTRE – CMHQ-RANCHI
CONTRACT & MATERIAL DEPTT.
NOTICE INVITING TENDER (NIT)
FOR

PACKAGE NAME: Coal Handling Plant Package for Chatti Bariatu Coal Mining Project

(Domestic Competitive Bidding)

Mode of Tendering: Open Tender

I. NTPC invites on-line bids on Single Stage Two Envelope Bidding basis (Envelope-I: Techno-commercial Bid & Envelope-II: Price Bid) from Eligible Bidders for aforementioned package as per Scope of Work mentioned hereinafter.

II. **Brief Scope of Work :**

This package broadly consists of combination of trough and pipe conveyors of rated capacity 1800 TPH, Belt scales, In line magnetic separator, Metal detector, Suspended magnet including all Mechanical, civil, structural, electrical & control system along with all other auxiliary systems like cold fog dust suppression system, service water system, potable water system, FDPS, air conditioning, ventilation system etc **as per scope detailed in Technical Specifications.**

III. Detailed Specification, Scope of Work and Terms and Conditions are given in the bidding document, which are available on-line (www.eprocurementpc.nic.in) as per the following schedule:

Tender Reference No.:	NTPC/SSC - Coal Mining(Ranchi)/9900233929
Tender ID:	2022_NTPC_59550_1
Date of issue of IFB	Refer NTPC eprocurement portal (Gepnic portal): https://eprocurementpc.nic.in
Downloading of Bidding Document	
Pre-Bid Conference date	
Last date for receipt of queries on Bidding Documents from Bidders (No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable))	
Last date & Time for submission of online bids	
Date and Time for opening of Techno- Commercial bids	
Opening of Price Bids	
Cost of Bidding Documents	
Bid Security (EMD)	
Integrity Pact	Applicable

Note: For any corrigendum and extension of date of bid submission, please visit the website <https://eprocurmentpc.nic.in>

IV. Bidder may submit Tender Fee and EMD amount through E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. In case Tender Fee and / or EMD is not submitted through E payment then Bidder has to furnish the same in a sealed envelope separately offline along with Integrity Pact, BG for EMD (if applicable), Deed of Joint Undertaking (if applicable) by the stipulated bid submission closing date and time at the address given below in accordance with the provisions set forth in the bidding documents, failing which, online bid shall be treated as non-responsive and shall not be opened.

V. Qualifying Requirements for Bidders:

Qualifying Requirements is enclosed at Annexure-1 to this NIT

VI. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

VII. The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the NTPC tender website <https://eprocurmentpc.nic.in>.

VIII. Issuance of bid documents to any bidder shall not construe that such bidder is considered to be qualified.

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

X. '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..

XI. 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.

XII. Address for Communication/Location of Bid opening

AGM (C&M)/ Sr. Manager (C&M)

Shared Services Centre – Coal Mining HQ
NTPC Ltd.,
Coal Mining HQ, Ginni Plaza,
Opposite Chutia Police Station,
Distt : Ranchi -834001
Mob.: 9650992016/9650996781

E-mail: ksudhakar@ntpc.co.in/ awanishkumar01@ntpc.co.in

Registered Office:

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

Corporate Identification Number:L40101DL1975GOI00796

Qualifying Requirements for Bidders:

In addition to the satisfactory fulfillment of the requirements stipulated in Section ITB (Instruction to Bidder), the following shall also apply:

1.0 Technical Criteria

1.1 a) Bidder should have designed, manufactured/ got manufactured, erected and commissioned at least one number bulk material handling plant (essentially comprising of pipe conveyor system) including all associated structural steel works and electrical works of pipe conveyor capacity of 800 metric tonnes per hour rated capacity or above for coal/ other minerals which should have been in successful operation for at least one (1) year prior to the date of Techno-commercial bid opening.

OR

b) Bidder who have designed, manufactured/ got manufactured, erected and commissioned at least one number bulk material handling plant (essentially comprising of troughed conveyor system) including all associated structural steel works and electrical works of troughed conveyor capacity of 1000 metric tonnes per hour rated capacity or above for coal/ other minerals which should have been in successful operation for at least one (1) year prior to the date of Techno-commercial bid opening can also participate provided the Bidder collaborates / associates with a design agency who has designed at least one number bulk material handling plant (essentially comprising of pipe conveyor system) including all associated structural steel works and electrical works of pipe conveyor capacity of 800 metric tonnes per hour rated capacity or above for coal/ other minerals which should have been in successful operation for at least one (1) year prior to the date of Techno-commercial bid opening.

In case where bidder collaborates / associates as per para 1.1(b) above, bidder shall furnish undertaking jointly executed by him and his collaborator/associate for successful performance of the relevant system as per Employer format enclosed in bid documents. The deed of joint undertaking shall be submitted along with the bid failing which the bidder shall be disqualified and his bid shall be rejected. Further in case of award, collaborator/ associate will be required to furnish an on-demand bank guarantee for 2% (two percent) of the total contract price of package in addition to the contract performance security to be furnished by the bidder.

Notes for Cl.1.1a & 1.1b

- (i) The reference work executed by the bidder's group company/ subsidiary company shall not be considered for meeting the qualifying requirements by the bidder.
- (ii) Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by a main contractor is duly certified by Project Authority specifying the scope and value of the work executed by the sub-contractor in support of qualifying requirements.
- (iii) Necessary documentary evidence including client certificate in support of execution of the work to be submitted along with the Techno-commercial bid.
- (iv) The one (1) year period means any continuous twelve (12) months period.

2.0 Financial Criteria of the Bidder:

- 2.1 The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than ₹ 17345 Lakhs (Indian Rupees Seventeen thousand three hundred forty five Lakhs only) or in equivalent foreign currency.

In case the Bidder does not satisfy the average 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.

- 2.2 Net Worth of the bidder should not be less than 100% (hundred percent) of the Bidder's paid-up share capital as on the last day of the preceding financial year. In case the Bidder does not meet 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 Subsidiaries of its Holding Companies wherever applicable, In such a case, however 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% (hundred percent) of their total paid up share capital. However, individually their Net worth should not be less than 75% (seventy-five percent) of their respective paid-up share capitals.

Net worth in combined manner shall be calculated as follows:
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 capitals.

- 2.3 In case the Bidder is not able to furnish its audited financial statements on standalone 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 the Holding Company.
- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on 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.

3.0 Financial Criteria of Collaborator/ Associate:

- 3.1 The average annual turnover of the Collaborator/ Associate in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than ₹ 1734.5 Lakhs (Indian Rupees One thousand seven hundred thirty-four and a half Lakhs only) or in equivalent foreign currency.

In case the collaborator/associate does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Clause 3.1 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 collaborator/associate 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 to the collaborator/associate to honour the terms and conditions of the Deed of Joint Undertaking in case of award of the award of the contract to the Bidder with whom collaborator/associate is associated.

- 3.2 The Net Worth of the collaborator/associate as on the last day of the preceding financial year should not be less than 100% (hundred percent) of its paid-up share capital. In case the collaborator/associate does not meet 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 Subsidiaries of its Holding Companies wherever applicable, In such a case, however 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% (hundred percent) of their total paid up share capital. However, individually their Net worth should not be less than 75% (seventy-five percent) 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 capitals.

- 2.3 In case the collaborator/associate is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the collaborator/associate can be considered acceptable provided the collaborator/associate further furnishes the following documents for substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the collaborator/associate along with copies of the audited consolidated financial statements of the Holding Company of collaborator/associate.
- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company of collaborator/associate.

In case where audited results for the last financial year as on date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, collaborator/associate 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 No 2.0 and 3.0 above

- (i) 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.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) For annual Turnover indicated in the foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-commercial bid opening shall be used.

Deed of Joint Undertaking Format

FORM OF DEED OF JOINT UNDERTAKING

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
ASSOCIATE ALONGWITH THE CONTRACTOR FOR**

**COAL HANDLING PLANT PACKAGE
FOR
CHATTI BARIATU COAL MINING PROJECT**

(AS PER CLAUSE 1.1(b) of Annexure-1 to NIT)

This DEED of UNDERTAKING executed this..... day of Two thousand by M/s a Company incorporated under having its Registered Office at (hereinafter called the "Collaborator"/"Associate", which expression shall include its successors, administrators, executors and permitted assigns) and M/s..... a company registered under the having its registered office at (hereinafter called the Bidder/Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited, incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for **Coal Handling Plant Package for its Chatti Bariatu Coal Mining Project** (hereinafter referred to as "Plant") as specified in its Bidding Document.

AND WHEREAS Clause 1.1(b) of Annexure-1 to NIT of Bidding Documents stipulates that bidding is open to a bidder who meets the requirements stipulated in Clause 1.1(b) of Annexure-1 to NIT and Collaborates / Associates *with a design agency who has designed at least one number bulk material handling plant (essentially comprising of pipe conveyor system) including all associated structural steel works and electrical works of pipe conveyor capacity of 800 metric tonnes per hour rated capacity or above for coal/ other minerals which should have been in successful operation for at least one (1) year prior to the date of Techno-commercial bid opening.*

And Whereas a pre-condition for submitting the bid, the bidder and the Collaborator/ Associate are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of the relevant system fully meeting the parameters guaranteed as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

WHEREAS M/s is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for **Coal Handling Plant Package for Chatti Bariatu Coal Mining Project** against the Employer's Bidding Documents.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the Coal Handling Plant and perform all the contractual obligations including the technical guarantees for the system and the associated auxiliary equipment.
2. In case of any breach of the Contract committed by the Contractor, we, the

Collaborator/Associate, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Coal Handling Plant and associated auxiliary equipment and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Associate and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Associate, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate/Collaborator.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows :

(a) The Collaborator/Associate will be fully responsible for design, and carrying out the guarantee tests as well as meeting all stipulated technical requirements and guaranteed parameters for Coal Handling Plant to the satisfaction of the Employer.

Further, the Collaborator/Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of the Coal Handling Plant and the associated auxiliary equipment as stipulated in the aforesaid Contract.

Further the Collaborator/Associate shall ensure proper design, in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

(b) In the event the Collaborator/Associate and Contractor fail to demonstrate successful performance of the Coal Handling Plant as set forth in paragraph 1 above, the Collaborator/Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.

(c) Implementation of the corrected designs or modifications to the Coal Handling Plant and the associated auxiliary equipment and payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.

4. We, the Contractor and Collaborator/Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after 90 days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

6. In case of Award, in addition to the Contract Performance Security furnished by the Bidder, the Collaborator/Associate shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank

Guarantee shall be equal to **(2%) Two percent** of the total contract price of the Contract awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein.

The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Coal Handling Plant Package under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
8. We, the Collaborator/Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contracts. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Collaborator/Associate and the Contractor, through their authorised representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s

Witness : 1. (Signatures) (Name & Official Address)	(Collaborator/Associate) (Signature of the authorised representative) Name : Designation :..... Common Seal of the Company
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Witness : 1. (Signatures) (Name & Official Address)	For M/s..... (Contractor) (Signature of the authorised representative) Name : Designation :..... Common Seal of the Company
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**Note: Power of Attorney of the Persons signing on behalf of Associate/
Collaborator and Bidder/Contractor is to be furnished by the Bidder and to
be attached with the signed Deed of Joint Undertaking**