

NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Central Procurement Group-I, Raipur

INVITATION FOR BIDS (IFB)

(DOMESTIC COMPETITIVE BIDDING)

FOR

**RETROFITTING OF MICROPROCESSOR BASED CONVERSION KIT IN
GRAVIMETRIC FEEDER OF ST-2 UNIT#6&7 NTPC SHAKTINAGAR**

Tender Ref: NTPC/USSC-CPG1/9900234336

1.0 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 work comprises of the activities and services mentioned in scope of work and as per “Technical Specification/BOQ” as enclosed in respect of RETROFITTING OF MICROPROCESSOR BASED CONVERSION KIT IN GRAVIMETRIC FEEDER OF ST-2 UNIT#6 &7 NTPC SHAKTINAGAR.

The scope of work shall comprise, but not limited to the supply, erection, testing and inspection of equipment’s and materials at manufacturer’s works, packing, supply, transportation, transit insurance, delivery to site, unloading, storage and equipment erection including associated civil and structural works if any.

NTPC intends to finance subject Package through Internal Resources.

3.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for examination and Sale at our eProcurement Portal (<https://eprocurementpc.nic.in/nicgep/app>) and as per the following schedule:

Form of Contract/Tender Category	WORKS CONTRACT*
NIT Date	As per etender portal
Document sale Commencement Date	As per etender portal
Last date for receipt of queries from bidders (if any)	As per etender portal
Last Date & time for Bid submission	As per etender portal
Technical Bid Opening Date & Time	As per etender portal
Price bid Opening Date & time	Shall be intimated separately.
Tender Fee	Rs 3983.00 (Rupees Three Thousand Nine Hundred Eighty Three Only)
EMD	Rs.10,00,000.00 (Rupees Ten Lakh only)
Integrity Pact (Applicable / Not Applicable)	Not Applicable

*The MSME Benefits as mentioned in Bid Data Sheet (BDS), shall be applicable for “Form of Contract/Tender Category” type “categorized as “Services” / “Supply” and not for “Form of Contract/Tender Category” categorized as **“Works Contracts”**”.

“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.”

Corrigendum (if any) shall be available on our e-tender website <https://eprocurementpc.nic.in> only.

4.0 All bids must be accompanied by **Bid Security** in the form as stipulated in the Bidding documents.

Option for Online payment of tender fee is also made available at GepNIC/e tender portal. Bidders are requested to please avail the facility.

For details please refer Clause 14 of Section II Bid Data Sheets (BDS)

On GePNIC portal, “EMD through BG/ST or EMD Exemption Allowed” Tab is enabled only for the purpose of allowing bidders to submit the scanned copy of the bank Guarantee. Bidders are advised NOT to upload MSE/other document for availing exemption. **Payment of EMD and Tender fee is not exempted in this tender.** Bids without adequate Bid Security and Tender fee, as per tender provisions, shall be outrightly rejected.

Online facility of submitting the tender fee and bid security is enabled. Payment of tender fee is to be done only through online facility on GePNIC portal. Bid Security/EMD may be paid only through online payment of bid security amount applicable for this tender **OR** through Bank Guarantee of appropriate value in accordance with the tender provisions.

Bidders who wish to submit bank guarantee **MUST** upload the scanned copy of bank guarantee and also ensure that original physical copy of the bank guarantee reaches at the address mentioned above before the submission deadline as per tender provisions.

SPECIAL PROVISIONS WITH REGARD TO RECEIPT OF COST OF BIDDING DOCUMENTS IN VIEW OF COVID-19 PANDEMIC MAY BE REFERRED TO IN TENDER DOCUMENTS.

5.0 Bidder has to ensure the following documents to be submitted offline/ online, pursuant to ITB Clause 15, failing which bid is liable for rejection

a) Tender Fee: As applicable

b) **Earnest Money Deposit/Bid Security :** The Bidder shall furnish, as a part of his Bid an **Earnest Money Deposit/Bid Security of amount ₹10,00,000/- (Rupees Ten Lakhs only)**

c) Integrity Pact: Not Applicable

Any bid not accompanied by acceptance of GePNIC attribute for “Bid Security”, Tender fee, Integrity Pact shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.

6.0 A complete set of Bidding Document may be downloaded by any interested Bidder from <https://eprocurementpc.nic.in/nicgep/app>. Tender fee (in case of offline payment) as mentioned above is required to be submitted in separately sealed envelope at the address mentioned in the bidding document before stipulated date & time of submission of bid.

Prospective bidders are compulsorily required to provide GSTIN number with Tender Fee.

7.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

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

Qualifying Requirement

7.0.0 TECHNICAL CRITERIA

7.1.0 Route 1: Qualified Gravimetric Coal Feeder Manufacturer (QGCFM)

The Bidder should have designed manufactured, erected/supervised erection and commissioned/supervised commissioning of gravimetric belt type coal feeders of minimum 36 inch size and its microprocessor based control system, operating in a pulverized coal fired steam generating unit. Further such pulverized coal fired steam generating unit should have been in successful operation for a period of not less than one (1) year prior to the date of Techno-Commercial bid opening.

7.2.0 Route 2: Gravimetric Coal Feeder Manufacturer in collaboration with QGCFM

7.2.1 The Bidder should be a regular coal feeder manufacturer who has manufactured and supplied gravimetric coal feeders and its microprocessor based control system for minimum one (1) pulverized coal fired steam generating unit.

7.2.2 The Bidder who fulfills the requirements at clause 7.2.1 above, should also have an on-going Collaboration Agreement or valid Technology Licensing Agreement, as on the date of Techno-Commercial bid opening, for design, engineering, manufacturing and supply of gravimetric coal feeders in India and its microprocessor based control system with such a manufacturer of coal feeders, who meets the requirements of clause 7.1.0 above.

7.2.3 The Bidder shall either source the Reference Package from QGCFM or manufacture the coal feeder microprocessor based control system as per the design and manufacturing drawings of QGCFM under the on-going Collaboration Agreement or valid Technology Licensing Agreement.

7.2.4 The Bidder should furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and QGCFM as per the format enclosed in the bidding documents, in which the Bidder and QGCFM are jointly and severally liable to the Employer to perform all the contractual obligations for complete package. The DJU should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

7.2.5 In case of award, the QGCFM shall be required to furnish an on demand bank guarantee as per the format enclosed with the bidding documents for a value equal to 5% (five percent) of the contract price of the package in addition to the contract performance security to be furnished by the Bidder.

7.3.0 Route 3: Subsidiary Company in collaboration with QGCFM

7.3.1 The Bidder should be a Subsidiary company of QGCFM meeting requirements stipulated at Clause 7.1.0 above or of holding company of such QGCFM, formed for manufacturing and supply of Gravimetric coal feeders and its microprocessor based control system in India.

7.3.2 The Bidder who fulfills the requirements at clause 7.3.1 above, should also have an on-going Collaboration Agreement or valid Technology Licensing Agreement, as on the date of Techno-Commercial bid opening, for design, engineering, manufacturing and supply of gravimetric coal feeders and for supply of its microprocessor based control system in India with Bidder's promoter/ promoter's subsidiary(ies) company, who meets the requirements of clause 7.1.0 above.

7.3.3 The Bidder shall either source the Reference Package from QGCFM or manufacture the coal feeder microprocessor based control system as per the design and manufacturing drawings of QGCFM under the on-going Collaboration Agreement or valid Technology Licensing Agreement.

7.3.4 In case of manufacturing of gravimetric coal feeders microprocessor based control system as per the above, the Bidder should have created manufacturing facilities at his works as per collaborator/ licensor's design, manufacturing and quality control system for gravimetric coal feeders microprocessor based control system, duly certified by collaborator/licensor, as on the date of Techno-Commercial Bid Opening.

Further, the collaborator / licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of gravimetric coal feeders.

A certificate from QGCFM certifying the contents of the clause 7.3.4 shall be submitted along with the Techno-Commercial bid opening.

7.3.5 The Bidder should furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and QGCFM as per the format enclosed in the bidding documents, in which the Bidder and QGCFM are jointly and severally liable to the Employer to perform all the contractual obligations for complete package. The DJU should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

7.3.6 In case of award, the QGCFM shall be required to furnish an on demand bank guarantee as per the format enclosed with the bidding documents for a value equal to 5% (five percent) or the contract price of the package in addition to the contract performance security to be furnished by the Bidder.

7.4.0 Route 4: R&M Organization in collaboration with QGCFM

7.4.1 The Bidder should be an organization incorporated in India for carrying out Renovation and Modernization (R&M) work of coal fired thermal power plants.

7.4.2 The Bidder who fulfills the requirements at Clause 7.4.1 above should associate/collaborate with a Qualified Gravimetric Coal Feeder Manufacturer,

who meets the requirements of clause 7.1.0 above. Further, the Bidder shall source the Reference Package from such QGCFM.

7.4.3 The Bidder should furnish a Deed of Joint Undertaking (DJU) executed by the Bidder and QGCFM as per the format enclosed in the bidding documents, in which the Bidder and QGCFM are jointly and severally liable to the Employer to perform all the contractual obligations for complete package. The DJU should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

7.4.4 In case of award, the QGCFM shall be required to furnish an on demand bank guarantee as per the format enclosed with the bidding documents for a value equal to 5% (five percent) of the contract price of the package in addition to the contract performance security to be furnished by the Bidder.

NOTES FOR TECHNICAL CRITERIA

(1) "Qualified Gravimetric Coal Feeder Manufacturer" (QGCFM) means a manufacturer meeting requirements stipulated at clause 7.1.0 .

(2) The Bidder shall also be considered qualified, in case the award for executing the **reference Package (R&M of Control system of Gravimetric Coal feeder)** has been received by the Bidder either directly from the owner of plant or from an intermediary organization who has been engaged by the owner. A certificate from such owner of plant or the intermediary organization shall be required to be furnished by the bidder along with its Techno-Commercial bid in support of the Bidder's claim of meeting the qualification requirement as per '7.1.0 or 7.2.0 or 7.3.0 or 7.4.0 above, whichever is applicable. However, certificate for the successful operation of the coal feeder as specified at clause '7.1.0 ' or 7.2.0 or 7.3.0 or 7.4.0 above, whichever is applicable, shall necessarily be issued by the owner of the plant.

(3) Wherever the term 'coal fired' is appearing above, "Coal" shall be deemed to also include bituminous coal/brown coal/lignite.

(4) The Employer reserves the right to assess and fully satisfy himself regarding capability and capacity of Bidder / its Sub-vendor(s) and the proposed arrangement to perform the contract and may prescribe additional requirement before allowing manufacturing of the equipment above for this contract in the overall interest of the Employer.

8.1.0 FINANCIAL CRITERIA:

8.1.1 The average annual turnover of the Bidder, should not be less than **Rs 727 Lakh (Rupees seven hundred twenty seven lacs only)** during the preceding three (3) completed financial years as on the date of Techno-commercial bid opening.

8.1.2 In case the bidder does not satisfy the financial criteria, stipulated

at Cl. 8.1.1 above on its own, its holding company would be required to meet the stipulated turnover requirements at Cl. 8.1.1 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 of the holding company, 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.

8.1.3 The Net Worth of the bidder shall not be less than 100% of the bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets 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, 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 their respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

8.1.4 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.

1. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of its Holding Company.
2. 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 of the bidder shall form part of the Audited Consolidated Annual Report of the Holding Company.

8.1.5 In cases where audited results for the last preceding 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.

8.2.0 FINANCIAL CRITERIA FOR COLLABORATOR/ASSOCIATE (in case of Bidder participating through clause Route 2,3 or 4)

8.2.1 The average annual turnover of the Collaborator/Associates should not be less than **Rs 73 LAKH (Rupees Seventy three Lacs only)** during the preceding three (3) completed financial years as on the date of Techno-commercial bid opening.

8.2.2 In case the Collaborator/Associate does not satisfy the average annual turnover criteria above on its own, its Holding Company would be required to meet the stipulated turnover requirements at 8.2.1 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 Collaborator/Associate would be required to furnish along with bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution of the Holding Company, as per the format enclosed with the bidding 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 Contract to the Bidder with whom Collaborator/Associate is associated.

8.2.3 The Net Worth of each Collaborator/Associate, as on the last day of the preceding financial year as on the date of Techno-commercial bid opening 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 Collaborator/Associate 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.

8.2.4 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 statements of the Holding Company of Collaborator/Associate.

8.2.4 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, 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 8.1.0 and 8.2.0:

1. 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.
2. Other income shall not be considered for computing annual turnover.
3. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
4. For annual turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.

9.0 **'Class-I local suppliers' / '~~Class-I local suppliers and Class-II 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."

NOTE:

Bidders are requested to give acceptance of being Class-I Local Supplier (Minimum Local Content equal to or more than 50%) by accepting the GTE & declaration in Bid Form.

By accepting the MLC provision of GTE it will be considered that:-

“Bidder is 'Class-I local supplier' and is meeting the MLC requirement stipulated in Annexure-II to BDS.

Also supplier has not been debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)’.

In case false declaration in respect of Local content, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.

The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

- 10.0** 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.

However, the said requirement of registration will not apply to bidders 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.

- 11.0** 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.
- 12.0** 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.
- 13.0** Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

14.0 Address for communication:

AGM (CPG-I)

NTPC Limited, Central Procurement Group-I,
NTPC WR-II office, Sector-24,
Nava Raipur, Chattisgarh - 492018

Email: ajaykumarshivhare@ntpc.co.in / usgupta01@ntpc.co.in

Phone: 7987467881

Websites: <https://eprocurmentpc.nic.in/nicgep/app> or www.ntpctender.com

15.0 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