#### NTPC LIMITED

#### (A GOVERNMENT OF INDIA ENTERPRISE)

Central Procurement Group-I, Raipur

# INVITATION FOR BIDS (IFB) (DOMESTIC COMPETITIVE BIDDING)

- 1. NTPC invites online bids for "Procurement of Solar PV Module for NTPC Rajgarh"
- 2. Brief Details:

NIT No.	NTPC/USSC-CPG1/ <b>9900248633</b>	
Tender Fees	Fees Not Applicable	
EMD INR 5,87,163.00		
Completion period	180 days	

#### **General Terms & Conditions:**

- 1. NTPC reserve the right to assess bidder's capability and capacity of the bidder for carrying out the supplies and the decision of NTPC in this regard shall be final.
- 2. NTPC reserves the right to accept or reject any or all the tenders in part or full including rejection of any request for issue of tender documents, alter the quantities or split the order without assigning any reason thereof.
- 3. Above details are only indicative. Other detailed terms and conditions shall be as per tender documents.

#### Address for Communication:

GM (C&M)-CPG-1/ AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018

Email: - usgupta01@ntpc.co.in/dppradhan@ntpc.co.in/amitksingh@ntpc.co.in

# **BUYER ADDED ADDITIONAL TERMS & CONTIONS (ATC)**

# I. <u>DETAILED TECHNICAL SPECIFICATION OF GRID CONNECTED SPV MODULE:</u>

	TECHNICAL SPEC	Manufacturer's	
SI.No.	Parameters	Technical Specification	compliance
1	Cell Type	Poly Crystalline Silicon	
2	Rated Power(Wp) at STC	230-250 Wp	
3	Number of Cells	60 (10 x 6)	
4	Min Efficiency	15.75%	
5	Open Circuit Voltage	37.2-37.62 V	
6	Short Circuit Current	8.5-8.96 A	
7	Max Power Voltage	29.76-31.0 V	
8	Max Power Current	8.0-8.40 A	
9	Max System Voltage DC	1000 V	
10	Junction Box	IP65/67 enclosure with bypass diodes	
11	Cables	Cables:4-10mm2 with weather proof multi contact connector asymmetrical cable length , plug in type MC4 compatible	
12	Tolerance(Wp):	Positive	
13	Max Series fuse rating	20A	
14	Glass	Glass:3.2mm High Transmitivity, Toughened Flat Glass or better	
15	Cell Encapsulant	EVA & Mfr datasheet reqd.	
16	Module Frame	Anodized Aluminum Alloy	
17	Module dimension	L (1667) mm x W(1000) mm x H (33-36) mm	
18	Module Mounting Dimension	Suitable for MMS :997 x 977mm	
19	Temperature coefficients rated Power(%/K)	-0.41%/°C or better	
20	Temperature coefficients short circuit Current(%/K)	Mfr datasheet reqd.	
21	Temperature coefficients open circuit Voltage(%/K)	Mfr datasheet reqd.	
22	Module weight - Kgs.	Module weight - Kgs.: 18-19	
23	Certifications	IEC 61730 Part 1,2 & IEC 61215	
24	Product Warranty	18 months form date of supply or 12 months from the date of commissioning, whichever is earlier.	

25	Power output Warranty	25 Years (90% at the end of 10 years and 80% at the end of 25 Years)	
26	Ambient Temp	-40°C to + 85°C	
27	Application Class	Class A (Safety class II)	
28	NOCT	45°C ± 2°C	

#### II. SUB-QR

i. In line with office memorandum no 283/54/2018-Grid solar (Approved Modules and Manufacturers of solar photo voltaic modules order,2019) dt 02.Jan 2019 the bidder shall source modules complying with the relevant clause(s). For detail information, bidder to refer Office Memorandum no 283/54/2018- Grid Solar issued by MNRE.

#### III. TERMS & CONDITIONS:

- ii. The vendor shall submit Product datasheet of manufacturer mentioning all the parameters with the offer.
- iii. The vendor shall submit compliance details against Technical specification.
- iv. Inspection: Pre dispatch inspection (PDI) shall be carried out by NTPC RIO at the works of vendor as per technical specification, approved quality plan, drawing etc. Materials are to be dispatched only after issue of MDCC from NTPC.
- v. Guarantee/Warranty: 18 months form date of supply or 12 months from the date of commissioning, whichever is earlier. Also, manufacturer warranty as given below shall also be applicable.
- vi. Manufacturer Warranty: Each solar PV module supplied must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years & 80% at the end of 25 years from date of receipt at site.
- vii. Performance Bank Guarantee (PBG) for an amount equal to 3.0 % of total order value. PBG should be valid for a period of twenty-six months (26 months).

#### IV. <u>ELIGIBILITY FOR PARTICIATION IN TENDER:</u>

'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."

#### The minimum local content shall be 60%.

The 'Class-I local supplier' shall be required to provide, in the Bid Form/relevant attachment of Techno- Commercial bid, self-certification/declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made. Format is attached as **Annexure A**.

Bids for item(s) which do not meet the Minimum Local Content as mentioned above, shall be considered non-responsive and shall not be evaluated in respect of such item(s) i.e. shall be rejected for such item(s).

#### **Annexure A**

Bidding	Document	No:					
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#### **Declaration of Local content**

Dear Sir,

1.1 We have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers" enclosed with the Bid Data Sheets.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of	Description of Goods	Details of the location(s) at
BOQ		which the local value
		addition is made
10	SPV MODULE : MIN 230WP BASED ON HIT	

- 1.2 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##
  - ## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.
- 2.0 Further, we hereby confirm that we are presently not 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 of Industrial Policy and Promotion (DIPP).
- 3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.
- Note: 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
  - 2) In case a Bidder has been banned/debarred 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 of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

#### V. QUALIFYING REQUIREMENT

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

#### 1.1 Technical Criteria:

**Route 1:** The bidder should have manufactured and supplied Solar Photo Voltaic (SPV) Modules of cumulative capacity of 712 KWp or above, out of which at least one such supply order should be for 178 KWp or above capacity. The reference plant of 178 KWp or above capacity must have been in operation for at least six months prior to the date of technocommercial bid opening.

OR

**Route 2:** The bidder should be Group Company/Holding Company or Subsidiary company of the module manufacturer meeting the requirements of Clause 1.1 above. In such a case, bidder shall furnish a letter of Undertaking jointly executed by the module manufacturer and the bidder at the time of submission of techno-commercial bid as per format enclosed in the bidding document.

#### **Notes for Technical Criteria:**

- 1) The reference supply order of minimum capacity of 50 KWp or above only shall be considered for cumulative capacity determination in Clause 1.1 Route 1 & 2.
- 2) Solar Photo Voltaic (SPV) based supply order for Roof-top solar power projects, which are grid connected, shall also be considered eligible for QR purposes.
- 3) Bidder shall also be considered qualified in case, the award for executing the reference works has been received by the bidder either directly from owner of plant or any other intermediary organization. However, 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 its claim of meeting requirement stipulated above. Further, certificate from owner of the plant shall also be furnished by the bidder along with the techno-commercial bid for the successful operation as specified in Clause 1.1 Route 1 & 2.

#### 1.2 Financial Criteria:

- 1.2.1 The average annual turnover of the Bidder, should not be less than **Rs.294 Lakhs (Rupees Two crore and ninety-four lakhs only)** during the preceding three (3) completed financial years as on date of techno-commercial bid opening.
- 1.2.2 In case a Bidder does not satisfy the financial criteria, stipulated at cl.1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at cl.1.2.1 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 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.

- 1.2.3 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 form part of the Consolidated Annual Report of the company.
- 1.2.4 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.

#### Notes for 1.2:

- 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. For 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.

#### **DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS:**

The Bidder shall submit documents towards in support of meeting the QR stipulated in the Detailed NIT along with their bid **(ANNEXURE I)** which shall include:

- a) Company Registration certificate / certificate of incorporation/ Partnership agreement etc.
- b) Memorandum and Article of Association including changes in the constitution of the firm/company, name and address/(es) of Sole proprietor / partners / board of directors, partnership deed (up to date), if any, in case of partnership firm and affidavit for proprietorship concern.
- c) Copy of GST Registration document.
- d) Copies of the Letter of Award/Purchase orders/Contracts along with Certificate(s) from the Client(s) for successful execution of the assignment with value and period of executions in support of meeting the QR as stipulated in NIT.
- e) Copies of financial statement in support of meeting the QR as stipulated in NIT
- f) Any Other Document in support of meeting the QR as stipulated in the Detailed NIT

The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at **Annexure-II** (Undertaking from Statutory Auditor) and/ or **Annexure III** (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA"

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

Details of submitted copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified TPIA should be entered in Annexure I.

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certification Services (ICS)
- 4) TUV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TUV India Pvt. Ltd. (TÜV Nord Group)
- 7) Intertek India Pvt. Ltd.
- 8) Moody International (India) Pvt. Ltd.
- 9) RINA India Pvt. Ltd.
- 10) Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs: <a href="http://nabcb.qci.org.in/accreditation/reg">http://nabcb.qci.org.in/accreditation/reg</a> bod inspection bodies.php

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/certified for the purpose of evaluation, and the bid shall be liable for rejection.

The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

Bidders are required to fill Annexure I/ IA properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).

# **Tender Reference/ NIT No:**

#### **ANNEXURE I**

Summary of Details & Documents in support of QR

**Bidders Name and Address:** 

To,

GM(C&M)

NTPC Limited, Central Procurement Group-I, NTPC WR-II office, Sector-24, Tuta, Naya Raipur, Chattisgarh - 492101 (India)

QR No.	QR Stipulation as in NIT	Meet (Yes/No)	Brief Description along with supporting documents
1.1	Technical Criteria		
	Route 1: The bidder should have manufactured and supplied Solar Photo Voltaic (SPV) Modules of cumulative capacity of 712 KWp or above, out of which at least one such supply order should be for 178 KWp or above capacity. The reference plant of 178 KWp or above capacity must have been in operation for at least six months prior to the date of techno-commercial bid opening.		
	OR		
	Route 2: The bidder should be Group Company/Holding Company or Subsidiary company of the module manufacturer meeting the requirements of Clause 1.1 above. In such a		

	case, bidder shall furnish a letter of Undertaking jointly executed by the module manufacturer and the bidder at the time of submission of techno-commercial bid as per format enclosed in the bidding document.		
	Notes for Technical Criteria:		
	1) The reference supply order of minimum capacity of 50 KWp or above only shall be considered for cumulative capacity determination in Clause 1.1 Route 1 & 2.		
	2) Solar Photo Voltaic (SPV) based supply order for Roof-top solar power projects, which are grid connected, shall also be considered eligible for QR purposes.		
	3) Bidder shall also be considered qualified in case, the award for executing the reference works has been received by the bidder either directly from owner of plant or any other intermediary organization. However, 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 its claim of meeting requirement stipulated above. Further, certificate from owner of the plant shall also be furnished by the bidder along with the techno-commercial bid for the successful operation as specified in Clause 1.1 Route 1 & 2.		
1.2	Financial Criteria	Meet (Yes/No)	Brief Description along with supporting documents
	<ul> <li>1.2.1 The average annual turnover of the Bidder, should not be less than Rs.294 Lakhs (Rupees Two crore and ninety-four lakhs only) during the preceding three (3) completed financial years as on date of techno-commercial bid opening.</li> <li>1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at</li> </ul>		

- Cl. 1.2.1 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.
- **1.2.3** 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.
- 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.

1.2.4 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 result s of the Company are under audit as on the date of Techno-Commercial bid opening

Financial year	Turnover (Rs.)
- manoral year	(101)
2018-19	
2019-20	
2020-21	
2021-22	
Average Annual	
Turnover for the	
preceding three (03)	
completed financial	
years.	

and the Certificate from the practicing Chartered	
Accountant certifying the financial parameters is not	
available.	
	<u>'</u>

#### Notes for 1.2:

- 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.

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.

The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.

#### The order-1 details are given below:

SI No	Item Description	Details
(i)	Name of the Station and	
	its location	
(ii)	Client Name and Address e-mail,	
	Mobile and Tel. No	
(iii)	Name and designation of the	
	responsible person in Client's	
	organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO	
	(Basic value & taxes break up required)	
(vi)	Executed value of PO	
	(Basic value & taxes break up required)	
	In support of the above, we have attached Copies of	
	relevant purchase orders along with proof of	
	execution such as client certificate, corresponding	
	invoice/ delivery challans, LR , E-way Bill	
	installation/ performance report etc	At Appendix noto
		Annexure -12A.

# The order-2 details are given below:

SI No	Item Description	Details
(i)	Name of the Station and	
	its location	
(ii)	Client Name and Address e-mail,	
	Mobile and Tel. No	
(iii)	Name and designation of the	
	responsible person in Client's	
	organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO	
	(Basic value & taxes break up required)	
(vi)	Executed value of PO	
	(Basic value & taxes break up required)	
	In support of the above, we have attached Copies of	f
	relevant purchase orders along with proof of	f
	execution such as client certificate, corresponding	g
	invoice/ delivery challans, LR , E-way Bill	
	installation/ performance report etc	At Appendix noto
		Annexure -12A.

# The order-3 details are given below:

SI.	Item Description	etails	
No.			
(i)	Name of the Station and		
	its location		
(ii)	Client Name and Address		
	e-mail, Mobile and Tel. No		
(iii)	Name and designation of the		
	responsible person in Client's		
	organization		
(iv)	LOA No. & Date		
(iv)	Purchase Order / Contract No. & Date		
(v)	Value of PO		
	(Basic value & taxes break up required)		
(vi)	Executed value of PO		
	(Basic value & taxes break up required)		
	In support of the above, we have attached Copies of		
	relevant purchase orders along with proof of		
	execution such as client certificate, corresponding		
	invoice/ delivery challans, LR , E-way Bill		
	installation/ performance report etc	t Appendix no	to
		nnexure -12A.	

#### **ANNEXURE IA**

Bidders are required to fill Annexure IA properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).

#### **Bidder's Qualifications**

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

(To be appeaded in the equal technical cover, Envelope)
Bidder to enclose supporting documents in support of meeting Qualifying Requirements in line with (NIT)
NAME OF BIDDER:
PAN NUMBER :
GST REGISTRATION NUMBER:

#### **Details of Completed / Executed work:**

S.No.	WO No /	Executed	Date of	Document Submitted		
	Date	Amount	Execution/			
			Completion			
				Name of Customer /	Work	Document in support of executed work Completion Certificate / Copy of
				Company, Phone, Fax,	order	Measurement book(R/A bills) / Proof of receipt of payment etc.
				Email id & Name of	Сору	
				contact person	with BOQ	
					Yes /No	
1.						
2.						
<b></b> .						
3.						

Notes:

The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.

#### **ANNEXURE IB**

#### (LIST OF FINANCIAL DOCUMENTS)

Bidder	's Name & Address:		
To,			
NTPC	Limited,		
The fo	llowing Documents are ann	exed to this attachment.	
1.	Annual reports for pred	ceding three years as c	on the date of Techno-commercial Bid opening.
	ANNUAL TURNOVER FO	OR 03 FINANCIAL YEAR	RS:
	2021-2022:	LAKHS (UDIN No.:	)
	2020-2021:	LAKHS (UDIN No.:	)
	2019-2020:	LAKHS (UDIN No.:	)
	2018-2019:	LAKHS (UDIN No.:	)
@ lı	results of the three consecutive would be required from the	utive financial years prec e CEO/CFO as per the for	om a practicing Chartered Accountant certifying its financial parameters for the last financial year, the audited seding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate mat enclosed in the bidding documents stating that the Financial results of the Company are under audit as on a Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
Date	:		Signature
Place	:		Name of Authorised person having Power of attorney
			Designation
			CommonSeal

Proforma of Certificate from the CEO/CFO of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Ridder along with the Teebna commercial Rid with OR Decuments)

(10 be submitted by Bidder along with the Techno-commercial Bid with QR Documents)
Ref:
Date:
То
Dear Sir,
1.0 I, Mr./Ms
2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s
Yours faithfully,Signature
Name & Designation  Name of the Company
(Seal of Company)
Note: *Strike off whichever is not applicable.

#### **ANNEXURE II**

#### **Undertaking from Independent Statutory Auditor**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

		•	
Bid Ref. No:			DATE:
To,			
NTPC Ltd.			
<u> </u>	tion of veracity of docume the Qualifying Requirement	-	N/s in support of
Ref : IFB/Ten	der no		
Name o	of the Package/ Tender:		
Dear Sir,			
M/s	(hereinafter	called Bidder)	having Registered
office at	intend to par	ticipate in above re	eferred tender of NTPC Ltd.
		•	
	on stipulates that the bidder Requirement duly verified an		porting Documents pertaining to atory Auditor.
<u> </u>	this letter. The same has be		following documents, which are the Original Documents and/ or
We hereby confirm t	hat the following documents	are found to be gen	uine and authentic.
1. Doc ref./PO I	No. no dated (name	of Documents)	

2. Doc ref. no./PO No. ...... dated (name of Documents)

3. .....

<ol> <li>Invoice no dated / LR Bill dated and completion certificate dated (name of Documents)</li> <li>Invoice no dated / LR Bill dated and completion certificate dated (name of Documents)</li> <li></li> </ol>
All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.
*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. (bidder) and hereby certify following:
This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.
Thanking you,

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as

execution proof and are found to be genuine and authentic:

#### **Annexure III**

# **Undertaking from Third Party Inspection Agency**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.:	Date:	
To,		
NTPC Ltd		
Dear Sir,		
Subject:	Authentication of veracity of documents submitted by M/sin	
	support of meeting the Qualifying Requirements	
Ref :	IFB/Tender no	
	Name of the Package/ Tender:	
M/s	(hereinafter called Bidder) having Registered office at	
	intend to participate in above referred tender of NTPC Ltd.	
Qualifyin	ler condition stipulates that the bidder shall submit supporting Documents pertaining to generate the Requirement duly verified and certified by a specified independent Third Parton Agency as per the list mentioned in the bidding documents.	
also atta	egard, it is hereby confirmed that we have examined the following documents, which a ched with this letter. The same has been verified from the Original Documents and / authenticity.	
We here	by confirm that the following documents are found to be genuine and authentic.	
	oc ref. no./PO No dated (name of Documents) oc ref. no./PO No dated (name of Documents)	

3. .....

execution proof and are found to be genuine and authentic:
<ol> <li>Invoice no dated / LR Bill dated and completion certificate dated (name of Documents)</li> <li>Invoice no dated / LR Bill dated and completion certificate dated (name of Documents)</li> <li></li></ol>
All the aforesaid documents has been digitally signed by us as a certificate of authenticity.
We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.
This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.
Thanking you,

\* Strike off, whichever is not applicable.

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as

#### **EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee from banks specified in the published GeM bid.

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

The format of Bid Guarantee (BG) towards EMD shall be as per GeM formats. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

Bidders shall be required to upload the scanned copy of the BG on GeM portal.

Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 5 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

Sealed envelope containing EMD and any offline documents sought in tender, must be marked and details like NIT/ Tender No, Scope of Work, Bid Opening Due Date etc mentioned on the envelope

#### **CONFIRMATION OF BGS**

While issuing the physical BGs, the Bidder'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 above

i	Bank Name	ICICI BANK LTD.
ii	Branch	CONNAUGHT PLACE BRANCH
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
iv	IFSC Code	ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

#### **EMD Exemption for MSE Bidders**

MSE Bidders who are manufacturer of the tendered Item and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

For availing MSE benefits, bidder must confirm that item quoted by the bidder is manufactured by them.

In support of above claim regarding manufacturing of the specified Item, Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking as given at Annexure 14. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the quoted item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Bidders are required to submit the declaration / undertaking as given at Annexure 14.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids which will be under evaluation stage on 1st January 2022 onwards.

The benefit as above to MSEs shall be available only for Goods/ Services produced & provided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs."

#### **ANNEXURE-14**

### <u>Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012</u>

M/s NTPC Limited			
Ref: Our Bid Reference Number:			
Invitation Number	Dated	for	Name of
Package			-
With reference to our bid (as referred above documents for availing benefits/ exemptions av if any. We are aware that benefits to MSEs un traders/dealers and accordingly, we hereby und	vailable to MSEs as nder PPP 2012 are	s per PPP 2012 and its subs	sequent amendments,
We are <b>manufacturer of the quoted item</b> of PPP 2012 including Purchase Preference so the quoted item of our bid.			
We also understand that in case documents su under PPP 2012 are not found to be in order by and/or cost of Bid Documents (wherever appli be considered further for evaluation and be rej	y NTPC Limited/ Er icable) have also r	mployer at any stage of Bi	d Evaluation and EMD
Thanking you,			
			(Authorized Signatory)
	1	Name & address of the bidd	ler
Date:			
		* Strike out w	hich is not applicable

# FORMAT FOR DEED OF JOINT UNDERTAKING

# DEED OF JOINT UNDERTAKING FOR THE WORK "Supply of Solar PV Modules at NTPC Raigarh" AS PER QR ROUTE-2/1.1.2 OF BID DOCUMENTS

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER MEETING THE REQUIREMENTS OF QR ROUTE- 2 /1.1 OF BID DOCUMENTS AND THE MANUFACTURER WHICH MEETS THE REQUIREMENT OF BID DOCUMENTS FOR SUCCESSFUL PERFORMANCE OF THE "Solar PV Module for NTPC Rajgarh"

The DEED OF UNDERTAKING executed this day ofTwo thous	and
by M/s a Comp	any
incorporated under having its Registered Office at (hereinaft	er
called the "Bidder/Contractor", which expression shall include its successors, administrat	ors,
executors and permitted assigns) and M/s a Company incorpora	ted
under having its Registered Of	fice
at(hereinafter called MANUFACTURER, wh	ich
expression shallinclude its successors, administrators, executors and permitted assigns) in fav	our
of NTPC Ltd., a Government of India Enterprise incorporated under the Companies Act, 19	56,
having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Ro	ad,
New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include	ıde
its successors, administrators, executors and assigns).	

WHEREAS, the Employer invited Bids for "Procurement of Solar PV Module for NTPC Rajgarh" vide its Bidding Document No: NTPC/USSC-CPG1/9900248633

AND WHEREAS Route 2 of QR/ Clause 1.1 of Bidding Documents, stipulate that the bidder, who meets the requirement of QR ROUTE - 2 /1.1 of bidding documents, for the "Supply of Solar PV Modules at NTPC Rajgarh" can associate with manufacturer through route of Holding Company/ Group Company or Subsidiary Company.

WHEREAS M/s......(Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **Procurement of Solar PV Module for NTPC Rajgarh** vide its Common Bidding Document No: **NTPC/USSC-CPG1/9900248633** AND WHEREAS the Bidder and the manufacturer are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable and bound unto the Employer for the successful performance of the **Solar PV Module for NTPC Rajgarh**, as per bidding documents, in the event, the Bid is accepted by the Employer resulting into a Purchase Order.

#### NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Purchase Order by the Employer to the Bidder, we the Bidder and the Manufacturer, do hereby declare and undertake that we shall be jointly and

severally responsible to the Employer for the execution and successful performance of all the contractual obligations including the technical guarantees for the complete **Solar PV Module for NTPC Rajgarh**, as specified under the said Purchase Order(s) to the satisfaction of the Employer.

2. In case of any breach of the Terms and Conditions of committed Purchase order by the bidder, we the, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the complete Solar PV Module for NTPC Rajgarh and undertake to carry out all obligations and responsibilities stipulated in the Purchase Order, including the technical guarantees for the complete Solar PV Module for NTPC Rajgarh. Further if the Employer sustains any loss or damage on account of any breach of the Terms and Conditions of committed Purchase order, we the manufacturer and the bidder jointly and severally undertake to promptly indemnify, and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

The liability of the manufacturer shall be limited to an amount equivalent to order value for **Solar PV Module for NTPC Rajgarh**.

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

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:

We, manufacturer shall be fully responsible for **Solar PV Module for NTPC Rajgarh**.

- 4. We, the manufacturer do hereby undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the expiry of defect liability period of the plantunder the Purchase Order and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days upon satisfactory completion of such defect liability period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the bidder, including the Contract Performance Guarantees as well as other obligations of the bidder in terms of the Purchase Order.
- 5. We, the manufacturer will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their Vendor's works or constructed at site, and their repairs or replacement if necessary for incorporation in the relevant system(s) of Solar PV Module for NTPC Rajgarh and timely delivery thereof to meet the completion schedule under the Contract.
- 6. 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 documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
- 7. We, the manufacturer (For Design, Supply & Erection of Tensile Fabric Structures) and the bidder agree that this Deed of Joint Undertaking shall be irrevocable and shall form an integral part of

the Contract. We further agree that this Deed of Joint Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.

8. That this Deed shall be operative from the effective date of the NOA.

IN WITNESS WHEREOF, the Associate (For Design, Supply & Erection of Tensile Fabric Structures) and the Contractor, through their authorized 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
	(Bidder)
ness:	
(Name in Block Letters)	(Signature of the authorized representative)
	Name:
(Official Address)	Designation:
	Designation
	Common Seal of the Company
	For M/s
	(The Manufacturer)
(Name in Block Letters)	(Signature of the authorized representative)
	Name:
(Official Address)	
	Designation:
	Common Seal of the Company

#### Notes:

- i) Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorized signatory, shall be furnished along with this Deed of Joint Undertaking.
- ii) The list of banks which are acceptable to NTPC for issuing Bank Guarantee in this regard is indicated in Annexure-III to SCC.
- iii) \* Bidder to strike out, whichever is not applicable





Bid Number: GEM/2022/B/2701853

Dated: 03-11-2022

#### **Bid Document**

Bid Details			
Bid End Date/Time	24-11-2022 16:00:00		
Bid Opening Date/Time	24-11-2022 16:30:00		
Bid Offer Validity (From End Date)	180 (Days) Ministry Of Power		
Ministry/State Name			
Department Name	Na		
Organisation Name	Ntpc Limited		
Office Name	Cg		
Total Quantity	3868		
Item Category	Solar PV Module (Q3) No No		
MSE Exemption for Years of Experience and Turnover			
Startup Exemption for Years of Experience and Turnover			
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), 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		
Time allowed for Technical Clarifications during technical evaluation	7 Days		
Evaluation Method	Total value wise evaluation		

#### **EMD Detail**

Advisory Bank	ICICI
EMD Amount	587163

#### ePBG Detail

Advisory Bank	ICICI	
ePBG Percentage(%)	3.00	
Duration of ePBG required (Months).	26	

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **Beneficiary:**

General Manager

GM (C&M)-CPG-1/ AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 (Uma Shankar Gupta)

#### **Splitting**

Bid splitting not applied.

#### Reserved for Make In India products

Reserved for Make In India products	Yes

#### **MSE Purchase Preference**

MSE Purchase Preference	Yes

- 1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . 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 OUANTITY.

#### Solar PV Module (3868 pieces)

(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 ng Officer	Address	Quantity	Delivery Days
1	Sudhaker Rao Kapale	465661,NTPC Rajgarh Solar Plant , Village-Ganeshpura	3868	180

## **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. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### **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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

#### 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---