

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Central Procurement Group-I, Raipur

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

- 1.** NTPC invites online bids on Single Stage-Two Envelope bidding basis for **"PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"**.

2. Brief Details:

| | |
|--------------------------|---|
| NIT No. | NTPC/USSC-CPG1/9900249862 |
| Tender Fees | Not Applicable |
| EMD | INR 8,16,200.00 |
| Completion period | Within 14 Months. First set after 90 days from date of receipt of PO, and subsequently 2 sets every month Note: One set consists of 10 no. of hollow grinding balls and 1 no. hollow filler ball. |

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. ELIGIBILITY FOR PARTICIATION IN TENDER:

'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 85%.

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 I to ATC**.

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).

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.

Note:

(1) The Contractor shall not be allowed to sub- contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India (**Refer Annexure IA to ATC**) unless such subcontractor is registered with the competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.

However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs

Annexure – I to ATC

BIDDING DOCUMENT NO.

(Declaration on local content)

Dear Sirs,

- 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 BOQ | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|----------------|--|--|
| 10 | UNMACHINED HOLLOW GRIND BALL COAL MILL | |
| 20 | UNMACHINED HOLLOW FILLER BALLS | |

- 1.2 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).
- 1.3 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.

Annexure – IA to ATC

“Restrictions on procurement from a Bidder of a country which shares a land border with India”

1. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority mentioned at annex-I.
2. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected
3. Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority.
4. However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

(i) “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

(ii) “Sub-contractor” (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

“Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 4(i) above means;

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or

- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of clause "d " above will be as under;

- a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
 - e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled 'Termination for Contractor's Default' and shall be dealt accordingly.

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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II. QUALIFYING REQUIREMENT

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

1.1 Technical Criteria:

1.1.1 The Bidder should have been a regular manufacturer of E-type coal pulverisers and should have supplied such coal pulverisers to at least 2 coal fired units, each of 200MW or higher capacity and which are in successful operation prior to the date of Techno-Commercial bid opening.

OR

1.1.2 (a) The bidder should have been a regular manufacturer of High Chrome Castings with inhouse casting facilities with minimum annual manufacturing capacity of 90 MT and should have supplied at least 15(Fifteen) sets of Grinding balls of high chrome used in 8.5E 10 or Higher Capacity E-type Coal Pulverisers during last seven years prior to the date of bid opening.

AND

1.1.2 (b) The bidder should either himself or through a Company/Agency in which he has controlling stake, own following manufacturing and testing facilities for use by the bidder for manufacturing of the grinding balls. (Bidder to furnish proof of ownership/controlling stake of the facilities along with his bid).

Manufacturing Facilities:

a) Induction/Cupola/Induction Arc furnaces for melting iron of capacity

1.0(One) MT and above.

b) Heat treatment facility for grinding balls

Testing Facilities:

a) Hardness testing

b) Micro structure testing

- c) Chemical composition testing
- d) Ultrasonic testing machine
- e) Spectrometer/Spectrogram
- f) Outside Micrometers

OR

1.1.3 The Bidder should have been a regular manufacturer of Grinding balls of high chrome for E-type coal pulverisers and should have supplied at least 15(Fifteen) sets of Grinding balls for E-type coal pulverisers and should have an ongoing collaboration/license agreement with a Manufacturer who meets the qualifying requirements as stipulated at Clause 1.1.2(a) above. In such a case, the bidder along with his Collaborator shall furnish a Deed of Joint Undertaking (DJU) as per the format enclosed in the Bid documents for successful performance of the Grinding balls offered by him. The joint deed(s) of undertaking shall be submitted along with the bid, failing which the bidder shall be rejected. In case of award, the collaborator will be required to furnish on demand bank Guarantee for 1.5% of the total contract price in addition to the Contract performance Securities to be furnished by the bidder. Further, Bidder should have manufacturing and testing facilities as per 1.1.2(b) above.

1.1.4 The bidder should have successfully executed supply of E-type Coal pulverisers/ Grinding elements for Coal pulverisers within preceding seven (07) years prior to the date of Techno-Commercial bid opening, in any of the following manner:

A. One (1) order having executed value not less than Rs. 327.0 Lakh

OR

B. Two (2) orders having executed value not less than Rs. 204.0 Lakh each

OR

C. Three (3) orders having executed value not less than Rs. 163.0 Lakh each

Notes for Technical Criteria:

1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
3. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.
4. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break –up of basic value and taxes.

1.2 Financial Criteria:

- 1.2.1 The Average Annual Turnover of the Bidder, should not be less than **Rs.350.0 Lakh (Rupees Three hundred and fifty lakh only)** during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.
- 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 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 stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.
 - Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.

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

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:

- i. Other income shall not be considered for arriving at annual turnover.
- ii. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
- iii. 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.

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) TÜV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TÜV 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:
http://nabcb.qci.org.in/accreditation/reg_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.

ANNEXURE I

Bidders are required to fill Annexure I 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)

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

(LIST OF FINANCIAL DOCUMENTS)

Bidder's Name & Address:

To,

NTPC Limited,

The following Documents are annexed to this attachment.

1. Annual reports for preceding three years as on the date of Techno-commercial Bid opening.

ANNUAL TURNOVER FOR 03 FINANCIAL YEARS :

| | | |
|-------------------|------------------|---|
| 2021-2022: | LAKHS (UDIN No.: |) |
| 2020-2021: | LAKHS (UDIN No.: |) |
| 2019-2020: | LAKHS (UDIN No.: |) |
| 2018-2019: | LAKHS (UDIN No.: |) |

@ In case Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year, the audited results of the 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.

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 Bidder along with the Techno-commercial Bid with QR Documents)

Ref:

Date:

To

Dear Sir,

1.0 I, Mr./Ms. (*CEO of the Company/*CFO of the Company), confirm and undertake 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.

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 (Name of the Bidder) for the(Name of the package) under NIT reference No. Dated

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.

.....

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref: IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTPC Ltd.

We, M/s has been appointed as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref./PO No. no. dated (name of Documents)
2. Doc ref. no./PO No. dated (name of Documents)
3.

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:

1. Invoice no. dated / LR Bill dated and completion certificate dated
(name of Documents)
2. Invoice no. dated / LR Bill dated and completion certificate dated
(name of Documents)
3.

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,

.....

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/s in 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.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no./PO No. dated (name of Documents)
2. Doc ref. no./ P O N o dated (name of Documents)
3.

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:

3. Invoice no. dated / LR Bill dated and completion certificate dated
(name of Documents)
4. Invoice no. dated / LR Bill dated and completion certificate dated
(name of Documents)
3.

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.*

**FORMAT FOR DEED OF JOINT
UNDERTAKING**

**DEED OF JOINT UNDERTAKING FOR THE WORK "Supply of Solar PV Modules at NTPC
Rajgarh" AS PER QR 1.1.3 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 1.1.3 OF BID DOCUMENTS AND THE MANUFACTURER WHICH MEETS THE QR ROUTE 1.1.2(a) REQUIREMENT OF BID DOCUMENTS FOR SUCCESSFUL PERFORMANCE OF THE "PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"

The DEED OF UNDERTAKING executed this day ofTwo thousand by M/s..... a Company incorporated under..... having its Registered Office at (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) and M/s a Company incorporated under having its Registered Office at.....(hereinafter called **MANUFACTURER**, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Ltd., a Government of India Enterprise incorporated under the Companies Act, 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 INDIA (hereinafter called "NTPC" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for **"PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"** vide its Bidding Document No: **NTPC/USSC-CPG1/9900249862**

AND WHEREAS Clause 1.1.3 of Bidding Documents, stipulate that the bidder, who meets the requirement of **QR ROUTE – 1.1.3** of bidding documents, for the **"PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"** can associate with manufacturer who meets the requirement of **QR ROUTE – 1.1.2(a)** for participating in the bid.

WHEREAS M/s.....(Bidder) is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer for **"PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"** vide its Common Bidding Document No: **NTPC/USSC-CPG1/9900249862**
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 **"PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)"**, 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 **“PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”**, 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 **“PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”** and undertake to carry out all obligations and responsibilities stipulated in the Purchase Order, including the technical guarantees for the complete **“PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”**. 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 **“PROCUREMENT OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”**.

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 **“SUPPLY OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”**.

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 plant under 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 **“SUPPLY OF GRINDING BALLS FOR 8.5E10 MILLS, STAGE-I (NTPC Ramagundam)”** 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)

Witness:

1.....
(Name in Block Letters)

.....
(Signature of the authorized representative)

.....
(Official Address)

Name:.....

Designation :

Common Seal of the Company

.....

For M/s.....
(The Manufacturer)

2.....
.....
(Name in Block Letters)

.....
(Signature of the authorized representative)

.....
(Official Address)

Name:.....

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 Document

| Bid Details | |
|--|--|
| Bid End Date/Time | 06-12-2022 16:00:00 |
| Bid Opening Date/Time | 06-12-2022 16:30:00 |
| Bid Offer Validity (From End Date) | 180 (Days) |
| Ministry/State Name | Ministry Of Power |
| Department Name | Na |
| Organisation Name | Ntpc Limited |
| Office Name | Cg |
| Total Quantity | 242 |
| Item Category | M4662110055 , M4662110064 |
| BOQ Title | PROCUREMENT OF GRINDING BALLS FOR MILLS STAGE I NTPC Ramagundam |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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 |
| Primary product category | M4662110055 |
| Time allowed for Technical Clarifications during technical evaluation | 4 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|---------------|--------|
| Advisory Bank | ICICI |
| EMD Amount | 816200 |

ePBG Detail

| | |
|--------------------|-------|
| Advisory Bank | ICICI |
| ePBG Percentage(%) | 3.00 |

| |
|-------------------------------------|
| Duration of ePBG required (Months). |
|-------------------------------------|

| |
|----|
| 34 |
|----|

(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

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|-------------------------|
| 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 QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

M4662110055**(Minimum 85% Local Content required for qualifying as Class 1 Local Supplier)**

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

Technical Specifications

| | |
|-------------------------------|---------------------------|
| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | Jayaraju Pagi | 505215,Ramagundam Super Thermal Power Station PO JYOTINAGAR 505215 DISTRICT PEDDAPALLI | 220 | 420 |

M4662110064**(Minimum 85% Local Content required for qualifying as Class 1 Local Supplier)**

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

Technical Specifications

| | |
|-------------------------------|---------------------------|
| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | Jayaraju Pagi | 505215,Ramagundam Super Thermal Power Station PO JYOTINAGAR 505215 DISTRICT PEDDAPALLI | 22 | 420 |

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

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.

3. 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.

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---

