



**NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

Central Procurement Group-I, Raipur

INVITATION FOR BIDS (IFB)

(DOMESTIC COMPETITIVE BIDDING)

FOR

Procurement of 120 Nos BOBR NHSM Wagons for NTPC Farakka

1.0 NTPC Limited (NTPC) invites online bids on “**Single Stage Two Envelope Bidding Basis**” from eligible bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter.

2.0 **BRIEF SCOPE OF WORK**

The scope of the proposal for shall be

Manufacturing, supply, shop fabrication, assembly, testing & inspection at manufacture’s works, packing, forwarding of 120 Nos. of Bottom discharge Hopper wagons, as per the latest RDSO INDEX Drawing No.WD-91071-S-50 & Diagram Drawing No.WD-15042-S-51 for BOBRNHSM1 Design-K wagons, Specification No. WD-13-BOBRN-2011.

Door Operating Mechanism (DOM) is operated by charging compressed air to the Air Cylinder only through a Quick Coupling Plug fitted on individual wagon side vide drawing no.(WD-91071-S-79 Alt.5 Door Operating Air Pipe lay out) and (WD-91071-S-80 Alt.6 lay out details)

The wagons will be operating on 1676 mm gauge fitted with door operating mechanism as per RDSO specifications. Commissioning , trial operation and performance guarantee tests will be carried out at NTPC Farakka MGR system.

Vendor shall quote the rates as per Technical data sheet of technical specification and short description in Bill of Materials to be ignored

3.0 **QUALIFYING REQUIREMENTS FOR BIDDERS.**

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



3.1	Technical Criteria
3.1.1	<p>3.1.1 (a) The bidder should have manufactured and supplied 'bottom discharge type railway wagon(s)' conforming to RDSO design, within the preceding seven (07) years prior to the date of Techno-commercial bid opening</p> <p style="text-align: center;">OR</p> <p>The bidder should be an authorized representative of manufacturer meeting requirements at 3.1.1(a).</p>
Notes for Technical Criteria :	<p>1. Latest annual report OR NSIC / SSI / MSME registration certificate / BIS license / ISO certificate / any other statutory document as a proof of being manufacturer of the required material.</p>
3.2	Financial criteria :
3.2.1	<p>The Average Annual Turnover of the Bidder, should not be less than Rs. 4316 Lakh (Rupees Forth three crore sixteen lakh only) during the preceding three (3) completed financial years prior to the date of Techno-Commercial bid opening.</p>
3.2.2	<p>In case the bidder does not satisfy the financial criteria, stipulated at Cl. 3.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 3.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.</p>
3.2.3	<p>The Net Worth of the bidder shall not be less than 100% of the bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net Worth based on the</p>



	<p>strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its holding companies wherever applicable, the Net Worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid-up share capitals.</p> <p>Net worth in combined manner shall be calculated as follows:</p> <p>Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100\%$</p> <p>Where X1, X2, X3 are individual Net worth which should not be less than 75% of their respective paid-up share capitals and Y1, Y2, Y3 are individual paid up share capitals.</p>
3.2.4	<p>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:</p> <p>a) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.</p> <p>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.</p>
3.2.5	<p>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</p>



	<p>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.</p>
	<p>Notes for 3.2:</p> <ol style="list-style-type: none">1. Other income shall not be considered for arriving at annual turnover.2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.3. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

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

5.0 Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.

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

7.0 **Address for communication:**

DGM(C&M)-CPG-1 / AGM(C&M)-CPG-I



NTPC Limited, Central Procurement Group-I,
NTPC WR-II office, Sector-24 , Tuta,
Naya Raipur, Chattisgarh - 492101 (India)
Email: ajaykumarshivhare@ntpc.co.in / gbirganthia@ntpc.co.in

8.0 **Registered Office**

NTPC Limited
NTPC Bhawan, SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi – 110003
Corporate Identification Number: L40101DL1975GOI007966.
Website: www.ntpc.co.in



Special Purchase Conditions		
1.0	TYPE OF BIDDING	Single Stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS	FOR NTPC Store (Farakka) Bidders are requested to indicate the Price on "FOR NTPC Site" basis.
4.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY [APPLICABLE]	FOR SUBMISSION OF OF EMD: The Bidder shall furnish, as a part of his Bid an Earnest Money Deposit / Bid Security for the amount as specified in the GeM portal in a sealed envelope, super scribed on the top as under: Tender Number _____ Tender Subject _____ Due Date of Bid Opening _____ (Date of Techno-Commercial Bid Opening) From _____ (Name of the Bidder)." EMD envelope shall be submitted to: A K Shivhare, DGM(CPG1-C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 The format of Bank Guarantee (BG) towards EMD shall be as per GeM format. 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. 1) The bidders are requested to send the Original EMD BG in sealed envelope well in advance so as to be received by the forementioned officer (<u>latest within 5 days of bid opening as mentioned in Gem GTC</u>), failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.



		<p>2. EMD Exemption shall be governed by latest Gem GTC.</p> <p>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.</p> <p>Note: Tender is basically a material procurement case and accordingly MSE bidders registered under service category are not eligible for MSE benefit/EMD exemption.</p>
4.1	Information regarding EMD BG submission	<p>Bidders submitting Bank Guarantee as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location before the deadline for submission of bids, following shall also be considered acceptable:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids:</p> <p>(a) The scanned copy of the BG.</p> <p>(b) SFMS/SWIFT message acknowledgement copy sent to NTPC banker stating the date of sending.</p> <p>(c) An undertaking through official e-mail id of bank as per format enclosed at Annexure-A. (placed at end of this document)</p> <p>SFMS message must be sent to the Employer's bank. Details are mentioned at 7.0. SFMS confirmation shall be obtained by concerned NTPC executive from Employer's bank with regard to issuance of Bank Guarantee before award.</p> <p>(ii) Bidders shall be required to upload the scanned copy of the BG on GeM portal.</p> <p>Bidder shall also be required to submit the Original</p>



		<p>BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 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.</p>																		
4.2	Integrity pact	To be submitted as per the format attached as attachment no 12																		
5.0	CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANKER	<p>While issuing/ amending/ extending the physical BGs, the Bidder's/ Vendor's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">For Domestic BG</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">i)</td> <td style="width: 60%;">Bank Name</td> <td>ICICI bank Ltd</td> </tr> <tr> <td>ii)</td> <td>Branch</td> <td>Connaught Place, New Delhi</td> </tr> <tr> <td>iii)</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> <tr> <td>iv)</td> <td>Secured Message type</td> <td>IFN 760COV / IFN 767 COV</td> </tr> <tr> <td>V)</td> <td>Field Number</td> <td>7037</td> </tr> </tbody> </table> <p>Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.</p>	For Domestic BG			i)	Bank Name	ICICI bank Ltd	ii)	Branch	Connaught Place, New Delhi	iii)	IFSC Code	ICIC0000007	iv)	Secured Message type	IFN 760COV / IFN 767 COV	V)	Field Number	7037
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V)	Field Number	7037																		
4.0	VALIDITY OF OFFER	180 days from the date of Bid opening																		
5.0	DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS	<p>APPLICABLE</p> <p>Bidders are required to furnish the details of the past experience like authentic Work Orders / Purchase Orders / Letter of Awards / Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which</p>																		



		<p>selection is to be made as per format. These references shall be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders / Purchase Orders / Letter of Awards/Contract Agreements pertain to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders / Purchase Orders / Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded.</p> <p>NOTE:</p> <ol style="list-style-type: none">1. NTPC, if so desire, may verify the performance of the bidder from their respective clients.2. "Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI)." <p>The Bidder's attention is also drawn to the fact that only the reference Works/ Orders whose details have been declared in relevant Attachment in their Bid, shall be considered to ascertain the bidder's compliance to the specified Qualifying Requirements (QR).</p>
6.0	COMPLIANCE ON QUALIFYING REQUIREMENTS	<p>All bidders are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from</p>



	<p>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.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix I (Undertaking from Statutory Auditor) and/ or Appendix-II (Undertaking from TPIA). (placed at end of this document). 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.</p> <p>iv. 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:</p> <ol style="list-style-type: none">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 <p>The following website may be referred for contact details of above ten (10) TPIAs: http://nabcb.qci.org.in/accreditation/reg_bod_insp</p>
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	<p>ction_bodies.php</p> <p>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 may be liable for rejection.</p> <p>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.</p> <p>If any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC in the past then in respect of such Contract(s)/Works, Bidder shall not be required to enclose Client Certificate (s) along with its bid</p> <p>It is clarified that where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.</p> <p>In case a bidder submits documents /credentials duly certified/ verified by Independent Statutory Auditor or specified TPIA for an earlier tender of NTPC including its JV /Subsidiary, the same verified documents may be considered for the purpose of evaluation.</p> <p>In case QR credentials have already been verified from client in past, further verification may not be insisted upon during evaluation.</p>
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		<p>The undertaking issued for previous tender (as per format) may be submitted by the bidders for similar future tenders.</p> <p>NTPC may obtain verification from the clients / customers of the vendor on its own, or, verify from internal available information like SAP etc with respect to earlier POs etc, or, documents already verified in earlier tenders need not be verified again.</p>
7.0	ELIGIBILITY FOR PARTICIPATION IN TENDER: [APPLICABLE]	<p><i>Only Class-I Local Suppliers are eligible to quote against the tender.</i></p> <p><i>The local content requirement to categorize a Bidder/ Supplier as 'Class-I local supplier' is minimum 50%.</i></p> <p>Note:</p> <p>(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 unless such sub-contractor is registered with the competent Authority.</p> <p>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.</p> <p>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.</p>
8.0	JURISDICTION	Raipur
9.0	PLACE OF ARBITRATION	New Delhi, India



10.0	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	Within 20 months from the date of issue of PO.
11.0	PAYMENT TERMS	Payment terms are modified as under: a) 90% payment within 30 days after receipt of the materials at Respective NTPC's store / site. b) Balance 10% within 30 days after successful commissioning and acceptance of the materials.
12.0	CONTRACT PERFORMANCE GUARANTEE (CPG) /PERFORMANCE BANK GUARANTEE (PBG)	APPLICABLE a. Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below: b. CPG may be submitted as an irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and action will be taken as per ITB clause-16. d. The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of P.O value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period. The CPG should be submitted within 30 days of placement of award.
13.0	TAXES & DUTIES	Inclusive



14.0	WARRANTY/ GUARANTEE	18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
15.0	Additional Documents or FAQ	1. Warranty/Guarantee certificate 2. Test certificate 3. Railway Board permission shall be obtained by NTPC and delay in obtaining Railway board certificate is not to be counted into Vendor's Account. 4. Siding code:- FSTP 5. Cast wheel and Forged Axle made by RWF is acceptable
16.0	Pre Dispatch Inspection (Applicable)	<p>Pre dispatch inspection (PDI) will be done by RDSO at agency's works. Inspection charges will be in the scope of agency. Wagons shall be dispatched with RDSO inspection certificate/ Dispatch memo as applicable.</p> <p>All material, components & equipment covered under this specification shall be inspected & tested as per RDSO specification/ Quality Plan / Check list in line with the procedures followed for IR wagons. For all Non-RDSO items Manufacturer's test certificate shall be applicable.</p> <p>For all RDSO items, Dispatch Memo against each item including the wagon as a whole must be submitted along with supply. RDSO Dispatch Memo for the wagon may be accepted as certificate.</p>
17.0	Evaluation Criteria	Evaluation criteria shall be on itemwise Basis. Individual Item Quantities are Splitable / Divisible. Note:- Evaluation shall be carried out as per procedure elaborated at clause 4 of ITB i.e. "BENEFITS AND PURCHASE PREFERENCE TO MSEs". Note:- The following procedure shall be followed:



		<p>Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</p> <p>If L1 bid is from an MSE, the contract will be awarded to L1.</p> <p>If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.</p> <p>In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder-</p> <p>For the purpose of matching of lowest evaluated bid (L1) price, the MSE would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised/ reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.</p>
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18.0	Safety	The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website http://www.ntpctender.com .
19.0	LIQUIDATED DAMAGES GST LIQUIDATED DAMAGES ON	Applicable GST extra as applicable shall also be levied on Liquidated Damages.
20.0	SITE/ DELIVERY ADDRESS/ BILLING ADDRESS	As mentioned in Gem Tender documents
21.0	CONTACT PERSONS / ADDRESS	DGM(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
	E mail ID	ajaykumarshivhare@ntpc.co.in/ gbirganthia@ntpc.co.in



**CERTIFICATE FOR COMPLIANCE TO
ALL PROVISIONS OF BIDDING DOCUMENTS**

(Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

GEM BID Ref......

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and ***we declare that we have not taken any deviation in this regard.***
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non- responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid and/or price bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/Clarifications/Addenda/Errata (if any) as mentioned at para 1.0 above, found anywhere in our Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer.



To,

Dear Sirs,

BIDDER'S QUALIFICATIONS as per QR
(To be uploaded in Pre-Qual/Technical Envelope)

S. No.	PO No./ Date	Executed Amount	Date of execution/ completion	Documents Submitted		
				Name of customer/Company, Phone, Email id and name of Contact Person	Work order copy with BOQ Yes/ No	Documents in support of executed work completion certificate/copy of measurement book ()R/A bills) Proof of receipt of payment
1.0						
2.0						
3.0						

GEM BID Ref.....

Note:

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 bidder.

(LIST OF FINANCIAL DOCUMENTS)
 (To be uploaded in Pre-Qual/Technical Envelope)

GEM BID Ref.....

The following documents are annexed to this attachment:

Annual Reports for preceding three years as on the date of Techno-commercial bid opening.

	Annual Turnover for 03 preceding financial years as on the date of Techno-commercial bid opening	Financial Year(.....)	
		Financial Year(.....)	
		Financial Year(.....)	
		Average Turnover	
	<p>Documents in Support of meeting QR: Bidder must submit all requisite documents in support of their meeting the QR including those detailed in the SPC.</p>		

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) GeM bid 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.

Appendix-I

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. no. dated..... (name of Documents)
Executed Value:.....(As on latest by bid opening date)
2. Doc ref. no. dated..... (name of Documents)
Executed Value:.....(As on latest by bid opening date)
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,

** Strike off, whichever is not applicable.*
.....

Appendix-II

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. dated (name of Documents)
Executed Value:.....(As on latest by bid opening date)
2. Doc ref. no. dated (name of Documents)
Executed Value:.....(As on latest by bid opening date)
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.*

Annexure-A

**Format of Undertaking
(To be sent by Issuing Bank through official email-ID)**

From: xxxbank@xx.in

To: xxx@ntpc.co.in

We have issued BG No. dated for an amount of Rs. on behalf of[Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. without written consent / instruction from NTPC.

(Name of Bank Official)
Authority No.

.....

(INTEGRITY PACT)

(To be submitted in separate sealed envelope alongwith the Bid)

Between

NTPC LIMITED (hereinafter referred to as “The Employer”)

and

..... (hereinafter referred to as “The Bidder/Contractor”)

(hereinafter referred to as "The Bidder/ Contractor")

** Bidder to strike out whichever is not applicable*

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into **Procurement of 120 Nos BOBR NHSM Wagons for NTPC Farakka** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

- 1 The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

- b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

- 1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
- 2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

SECTION 4 Compensation for Damages including Forfeiture of Earnest Money Deposit /Security Deposit / Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees and Advance Bank Guarantee(s) in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

- 1 The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors

- 1 The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
- 3 The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
- 4 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer
- 6 The Monitor will submit a written report to CMD of the Employer or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of NTPC Board.

- 8 If the Monitor has reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

Section 8 Pact Duration

- 1 This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section-9 Miscellaneous Provisions

- 1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
- 2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 4. If the Contractor is a JV Partnership / Consortium / Associate, this agreement must be signed by all the partners of JV / Consortium Partners / Associates as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....20.....

Employer

Bidder/ Contractor

Witness

Witness

- 1. _____
- 2. _____

- 1. _____
- 2. _____