

Bid Document

Bid Details	
Bid End Date/Time	16-01-2023 15:00:00
Bid Opening Date/Time	16-01-2023 15:30:00
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	40
Item Category	COAL COMPARTMENT ASSY CB1 M4445016054
BOQ Title	COAL COMPARTMENT ASSY CB1
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC) *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
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	4 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Amount	1000000

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	21

(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:

CnM

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

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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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.

COAL COMPARTMENT ASSY CB1 M4445016054

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
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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	Arun Kumar Singh	803213,Barh Super Thermal Power Project P.O. BARH PATNA 803213 BARH	40	180

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

1.0 Qualifying Requirements:

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

1.1 Technical Criteria:

1.1.1 Technical Criteria of QR:

Option-I

The bidder should be a **Boiler Manufacturer and should have supplied at least one (1) number of Boiler to any Thermal power plant of unit size 200 MW or higher** within preceding seven (07) years prior to the date of Techno-Commercial bid opening.

OR

Option-II

The bidder should have **manufactured and / or supplied at least 10 no's of Coal Burner(s) / Coal compartment assemblies to any thermal power plant of unit size 200 MW or higher** within preceding seven (07) years prior to the date of Techno-Commercial bid opening.

1.1.2 The Bidder should have **Manufactured & Supplied "Mechanical Spares of Boiler to Thermal Power Plant"** 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. 485 Lakh.**

OR

B. Two (2) orders having executed value not less than **Rs. 303 Lakh each**

OR

C. Three (3) orders having executed value not less than **Rs. 242 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. 606 Lakh (Rupees Six Hundred & Six 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.

2.0 SPECIAL PURCHASE CONDITIONS (SPC)

SPECIAL PURCHASE CONDITIONS (SPC)		
(The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
Special Purchase Conditions		
1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS	<p>F.O.R. DESTINATION BASIS (NTPC STORES BASIS as per provision on GeM portal)</p> <p style="text-align: center;">FOR NTPC BARH Super thermal Power station</p> <p>Bidders are requested to indicate the Price on "FOR NTPC Site" basis.</p> <p>Consignee address for respective item given on the GeM portal</p>
4.0	Tender Fee	Not Applicable
5.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY {ITB Clause 14.0}	<p>EMD amount : As per the GEM bidding documents</p> <p>The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee from banks specified in the published GeM bid.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be as per GeM formats. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p> <p>1) The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original in sealed envelope well in advance so as to be received by the respective officer before the expiry of Bid Submission</p>

Closing Date & time as described in tender, failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.

- 2) Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.
- 3) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, **for a period of three years from the date of such upward change.**

Such registered bidders will have to submit **Udyam Registration Certificate as a proof of being MSE.**

MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of Udyam registration certificate failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st April 2021, Udyam registration shall be the ONLY valid MSME Registration Document.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits. The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

MSE Bidders shall upload valid "UDYAM Registration Certificate" or any valid MSE registration document as per the Govt. notifications issued in this regard time to time, along with Annexure A1/A2 declaration in the EMD folder/ Techno Commercial folder.

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**

For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a pre-requisite for extending MSE benefits of purchase preference.

In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference, but is a manufacturer of atleast one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated / treated as Non-MSE bid.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking.

In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Format for declaration / undertaking by bidder at Annexure-A2

Bidder has to submit exemption certificate online at GEM portal before the expiry of Bid Submission closing date & time as described in tender, failing which bid may be rejected.

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

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

The bidder shall be required to submit all the documents in the manner as specified, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not

opened.

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding

Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened. Bid security details and scanned copy of the instrument shall also be uploaded online in appropriate place. The uploaded soft copy of the EMD BG shall be considered in this case.

Note :

EMD exemption / *Exemption from furnishing Bid Security* as per the GEM - [General Terms and Conditions](#) will also be applicable.

6.0	CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1" data-bbox="756 474 1465 891"> <tr> <td data-bbox="756 474 852 562">i</td> <td data-bbox="852 474 1075 562">Bank Name</td> <td data-bbox="1075 474 1465 562">ICICI BANK LTD.</td> </tr> <tr> <td data-bbox="756 562 852 647">ii</td> <td data-bbox="852 562 1075 647">Branch</td> <td data-bbox="1075 562 1465 647">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="756 647 852 804">iii</td> <td data-bbox="852 647 1075 804">Bank address</td> <td data-bbox="1075 647 1465 804">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td data-bbox="756 804 852 891">iv</td> <td data-bbox="852 804 1075 891">IFSC Code</td> <td data-bbox="1075 804 1465 891">ICIC0000007</td> </tr> </table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.</p> <p>The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LTD.	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
i	Bank Name	ICICI BANK LTD.												
ii	Branch	CONNAUGHT PLACE BRANCH												
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001												
iv	IFSC Code	ICIC0000007												
7.0	VALIDITY OF OFFER {ITB Clause 17.0}	180 days from the date of opening of the 'Technical & Commercial Bid'												
8.0	TRANSFER OF BID DOCUMENTS	Not applicable												

9.0	QUALIFYING REQUIREMENTS (FOR OT CASES ONLY)	<p>Given below , Please read and submit the required documents.</p> <p><i>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"</i></p> <p><i>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.</i></p> <p><i>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 also be entered in Annexure 12/12 A</i></p>
10.0	NIL DEVIATION CERTIFICATE	<p>This is a non-negotiable tender and any deviation on any condition(s) of this SPC shall render the bid as non responsive. The agency has to submit the Certificate of "NIL" Deviation as per the attached Performa.</p>
11.0	COMPLIANCE ON QUALIFYING REQUIREMENTS (FOR OT CASES ONLY)	<p>Verification of authenticity of Documents submitted by the bidder in support of meeting the Technical QR</p> <p><i>The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors OR specified TPIA in support of meeting Technical QR. 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.</i></p> <p><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:</i></p> <ol style="list-style-type: none"> 1) <i>Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)</i> 2) <i>Gulf Lloyds Industrial</i>

- Services (India) Pvt. Ltd
(GLISPL)
- 3) International Certification Services (ICS)
 - 4) TUV Rheinland (India) Pvt. Ltd.
 - 5) TÜV SÜD South Asia Pvt. Ltd.
 - 6) TUV India Pvt. Ltd. (TÜV Nord Group)
 - 7) Intertek India Pvt. Ltd.
 - 8) Moody International (India) Pvt. Ltd.
 - 9) RINA India Pvt. Ltd.
 - 10) Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs:

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 may 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.

These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard.

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.

As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified

		<p>date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.</p>
<p>12.0</p>	<p>ELIGIBILITY FOR PARTICIPATION IN TENDER:</p> <p>[APPLICABLE]</p>	<p>Only Class-I Local Suppliers are eligible to participate i.e. MLC=>50%</p> <p>The local content requirement to categorize a Bidder/ Supplier as 'Class-I local supplier' is minimum 50%.</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>

13.0	PURCHASE PREFERENCE TO LOCAL SUPPLIERS [NOT APPLICABLE]	The local content requirement to categorize a Bidder/ Supplier as 'Class-I local supplier' is minimum 50% . <u>This tender is reserved for Only 'Class-I Local Supplier'</u>
14.0	JURISDICTION	Raipur
15.0	PLACE OF ARBITRATION	New Delhi, India
16.0	TRANSIT INSURANCE	Bidder shall be responsible for transportation and safe delivery of material. Transit Insurance shall be inclusive in Bidders "FOR Site" price.
17.0	FREIGHT	Bidder shall be responsible for transportation and safe delivery of Material at NTPC Stores. Freight charges shall be inclusive in Bidders "FOR Site" price.
18.0	PACKING AND FORWARDING	Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.
19.0	DELIVERY AND COMPLETION SCHEDULE	180 days from the date of issue of GEM Contract.

<p>20.0</p>	<p>PAYMENT TERMS</p>	<p>(a).100% payment shall be released within 30 days of receipt & acceptance of material at site.</p> <p>(b).Successful bidder shall be required to furnish the Performance Bank Guarantee [PBG] for an amount equal to 3% of the total order value.</p> <p>PBG should be valid for a period of 03 [three] months beyond the expiry of warranty period. PBG should be submitted within 30 days of placement of award.</p> <p>If no PBG is submitted then it will be deducted from the initial bills</p>
<p>21.0</p>	<p>Performance Bank Guarantee (PBG)</p>	<p>APPLICABLE @3% OF CONTRACT VALUE</p> <p>a.Within thirty (30) days of the receipt of GEM contract 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:</p> <p>b.CPG may be submitted as an irrevocable Bank Guarantee as per the GEM standard format from any Nationalized bank / Scheduled Bank.</p> <p>c.Failure of the supplier to submit the above mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and incident may be raised in GEM for suitable action.</p> <p>d.The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of GEM contract value .CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p>

22.0	TAXES & DUTIES	<p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates. Based on this information provided in the offer SAP regularizing PO shall be issued in reference to the GeM contract issued on successful bidder. The SAP regularizing PO is required for raising inspection call on our team portal and for payment procedure in the NTPC SAP system.</p>
23.0	WARRANTY / GUARANTEE/DEFECT LIABILITY PERIOD	<p>WARRANTY / GUARANTEE :</p> <p>All equipment supplied against the specifications shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from date of dispatch which ever is earlier.</p> <p>Also any engineering error, omission, wrong provision, equipment failure etc., if found during actual commissioning of the equipment shall be attended by the agency free of cost.</p>

24.0	INSPECTION	<p>Pre-Dispatch Inspection: Applicable</p> <p>PDI is applicable and the same will be done by NTPC RIO / NTPC Representative before dispatch (PDI).</p> <p>Pre-Dispatch Inspection (PDI) shall be done by NTPC as per P.O. terms & conditions and approved Quality Plan.</p> <p>Quality Plan is enclosed for review and acceptance by you.</p> <p>Vendor may submit their quality plan in line with our reference QP along with the offer for acceptance of NTPC.</p> <p>Vendor should mention in their offer the place where PDI will be carried out by RIO -NTPC.</p> <p>All testing charges shall be in the scope of Agency</p> <p>Vendor has to obtain Material Dispatch clearance certificate (MDCC) from NTPC before supply of material</p>
25.0	INTEGRITY PACT	Not applicable

26.0	Evaluation Criteria	<p>As per provision on the GeM portal</p> <p>i. LUMPSUM / PACKAGE-WISE EVALUATION</p> <p>ii. The individual item quantities will not be splittable among the vendors.</p>
27.0	Price Adjustments	Not Applicable
28.0	MSE Benefits	<p>Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.</p> <p>Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:</p> <ul style="list-style-type: none"> • Udyam Registration Certificate <p>Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids which will be under evaluation stage on 1st July 2022 onwards, unless until GOI extend the validity of other MSEs registration certificate. The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSE Bidders must attach duly filled and signed Annexure-A1/A2 (format available below) along with valid MSE registration in their online bid in "EMD FOLDER/Techno commercial folder".</p>
29.0	E-WAYBILL	E WAY BILL if required shall be arranged by the vendor.

30.0	CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)	<p>Contractor's Labour Information Management System (CLIMS):</p> <p>(a) The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (CLIMS), which will be installed by the Employer.</p> <p>(b) The entry and exit of all contract labor to the plant premises will be through Gate Access Control System of above 'Contractor's Labor Information Management System'.</p> <p>(c) It will be the responsibility of the Contractor to ensure timely exit of all labors from the plant premises after completion of job of that day.</p> <p>(d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.</p>
31.0	Safety	<p>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.</p>
32.0	LIQUIDATED DAMAGES	Applicable
33.0	No Claim for Interest damage or	<p>1. Interest on money due to the contractor: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>

34.0	<p>Restrictions on procurement from a Bidder of a country which shares a land border with India</p>	<p>Bidders Eligible for Bidding:</p> <p>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> <p>Bidding is open to bidders from within the Employer's country only subject to fulfilment of conditions specified GEM GTC</p>
35.0	<p>Bid to be addressed to</p>	<p>GM(C&M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018</p> <p>E-MAIL usgupta01@ntpc.co.in/dppradhan@ntpc.co.in</p>

36.0	CONTACT PERSONS / ADDRESS	Sr Manager(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 Contact no. 07712515476
		sushilmeena@ntpc.co.in/ dppradhan@ntpc.co.in

3.0 Unique Document Identification Number (UDIN)

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).**

3. 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, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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.

[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---