



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3051139
Dated/दिनांक : 01-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-02-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-02-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Ntpc Limited
Office Name/कार्यालय का नाम	Cg
Total Quantity/कुल मात्रा	2
Item Category/मद केटगरी	BUS BAR ZONE DIFF- RELAY PN-47100005 , Erection and Commissioning
BOQ Title/बीओक्यू शीर्षक	BUS BAR PROTECTION PANEL Supply and Installation
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	BUS BAR ZONE DIFF- RELAY PN-47100005
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

NTPC Limited

NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No. -87, Sector-24, Atal Nagar, Nava Raipur, Raipur, Chhattisgarh.

(Ntpc Limited)

Splitting/विभाजन

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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.

BUS BAR ZONE DIFF- RELAY PN-47100005

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

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sunil Kumar	325209, Anta Gas Power St P.O. ANTA BARAN 325209 Anta	1	180

Erection And Commissioning

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

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sunil Kumar	325209,Anta Gas Power St P.O. ANTA BARAN 325209 Anta	1	180

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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 The bidder should be a manufacturer of Numerical Bus Bar Protection Relays and should have engineered, manufactured, supplied, erected and commissioned at least one (01) number of complete Numerical Busbar Protection scheme of a 100 MW or above unit/ 220 KV class or above switchyard/substation and should be in

operation for at least one (01) year prior to the date of Techno-commercial bid opening.

Bidder shall submit documentary proof of POs and customer certificate.

1.1.2 The bidder should have executed the similar works during the last Seven (07) years ending last day of the month previous to one in which techno-commercial bids are opened as any of the following:

- i) One similar executed works costing not less than Rs 147 Lakhs.
OR
- ii) Two similar executed works costing not less than Rs 92 Lakhs each.
OR
- iii) Three similar executed works costing not less than Rs 74 Lakhs each

Notes for 1.1:

1. The similar works mentioned at para 1.1.2 above means:
The bidder should have engineered, manufactured, supplied, erected and commissioned Numerical Relay based "Busbar Protection system" **and/or** "Generator protection system" **and/or** "Transmission Line protection system" for switchyard/substation/power plant. For above, any purchase order having single or multiple locations shall be acceptable.
2. 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.
3. 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.
4. 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.
5. For arriving at the executed value of work specified above, basic amount only shall be considered. In case of contract is inclusive of taxes, bidder should provide the break -up of basic value and taxes.
6. The bidder must submit Latest annual report OR NSIC / SSI / MSME registration certificate / BIS license / ISO certificate / any other statutory document as a proof of being manufacturer as per QR.

1.2 Financial Criteria:

1.2.1

The Average Annual Turnover of the Bidder should not be less than **Rs. 184 Lakh (Rupees One Crore and Eighty-four lakhs 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:

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.

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).

EMD

(1) EMD to be submitted in the form of BG as per GeM Format. A copy of EMD BG is to be uploaded on GeM Portal during Bid submission. Hard copy of EMD BG shall reach to following address within 5 days from Bid opening on GeM Portal:

Tapas Mishra, DGM (C&M),
NTPC Limited,
CPG-1, Plot No. -87, Sector-24, Atal Nagar,
Nava Raipur, Raipur, Chhattisgarh,

In case Hard copy of BG is not received within the stipulated time, Bid is liable to be rejected.

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.

(2) 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 herein below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.

The format of the message for confirmation of the BG shall be as below:

BG advising message	IFN 760COV/IFN 767COV via SFMS
Field Number	7037
Particulars (to be mentioned in Row 1)	NTPCBG (unique identifier)

(3) EMD exemption: Micro and Small Enterprises (MSEs) having UDYAM Registration, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit. Such registered bidders will have to submit UDYAM Registration Certificate, as a proof of being MSE on GeM Portal.

(4) To avail MSE benefit in respect of EMD exemption and purchase preference, Bidder should be a manufacturer of offered product. Traders are excluded from purview of MSE benefit.

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

*Central
Procurement
Group-I, Raipur*
**INVITATION FOR
BIDS (IFB)
(DOMESTIC
COMPETITIVE
BIDDING) FOR**

Supply, Erection, testing & commissioning of duplicated decentralized high speed numerical busbar protection for 220kV switchyard, NTPC Anta

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.

BRIEF SCOPE OF WORK

The scope of the proposal for **“Supply, Erection, testing & commissioning of duplicated decentralised high speed numerical busbar protection for 220kV switchyard, NTPC Anta.”** shall be on the basis of single point responsibility completely covering the activities and services in respect of all the equipment & works specified and covered under the specifications and read in conjunction with **“Scope of Supply & Installation”** elaborated elsewhere.

Qualifying Requirements: As elaborated in ATC

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, Chhattisgarh - 492101 (India)

Email: tapasmishra@ntpc.co.in

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

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.

Issuance of bid documents to any Bidder shall not construe that such bidder is qualified. Bids shall be submitted online and opened online on GeM Portal

Special Purchase Conditions

1.0	TYPE OF BIDDING	Single Stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE

3.0	PRICE BASIS	<p>FOR NTPC Anta.</p> <p>Bidders are requested to indicate the Price on "FOR NTPC Anta" basis.</p>
4.0	Tender Fee	<p>[NOT APPLICABLE] As per GeM portal</p>
5.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</p> <p>[APPLICABLE]</p>	<p>The Earnest Money Deposit (EMD) shall be 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.</p> <p>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>The bidders are requested to send the required documents (EMD, incase submitted by way of BG in Original in sealed envelope well in advance to be received by the respective officer before the expiry of Bid Submission 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.</p>

~~Micro and Small Enterprises (MSEs) registered with District Industries Centers(DICs) or NSIC or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board(KVIB) or Coir Board or Directorate of Handicrafts and Handloom or Any other body specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) or having Udyog Aadhaar Memorandum (UAM) or~~ **Udyam Registration**, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit. Such registered bidders will have to submit Udyam Registration Certificate or any other valid MSEs registration certificate, in case GOI extend the validity of other MSEs registration certificate, as mentioned above, as a proof of being MSE.

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of EITHER **Udyam registration certificate** OR any other valid MSEs registration certificate as mentioned above as a part of their bid, in case GOI extend the validity of other MSEs registration certificate, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. The MSE certificate should contain details such as stores/ services, validity (if applicable) etc.

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.

Bidder must necessarily upload EMD exemption certificate online on GeM Portal.

6.0

CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANKER

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:

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
- (iv)IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.

The format of the message for confirmation of the BG shall be as below:

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

Field Number	Particulars (to be mentioned in Row 1)
7037	NTPCBG (unique identifier)

6.1

COMPLIANCE ON QUALIFYING REQUIREMENTS/ Verification of documents

(i) All bidders, who 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). 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. 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 tender doc.

Attachment-3A (Undertaking from Statutory Auditor) and/ or Appendix-II to Attachment-3A (Undertaking from TPIA) enclosed in SPC. 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. 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:

1) Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)

2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)

3) International Certification Services (ICS)

4) TUV Rheinland (India) Pvt. Ltd.

5) TÜV SÜD South Asia Pvt. Ltd.

6) TUV India Pvt. Ltd. (TÜV Nord Group)

7) Intertek India Pvt. Ltd.

8) Moody International (India) Pvt. Ltd.

9) RINA India Pvt. Ltd.

10) Competent Inspectorate and Consultants LLP

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

v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying

		<p>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>Notes: NOTES:</p> <p>A) In the cases 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>B) If any of the Submitted Reference work executed by Bidder are directly awarded to them by NTPC or Subsidiary / JV companies of NTPC; then for those reference works only, Bidder shall not be required to submit Client Certificate (s) or Certificate of authenticity from Independent Statutory Auditor or specified TPIA.</p> <p>C) The undertaking/Certificate of authenticity issued from Independent Statutory Auditor or specified TPIA submitted for any reference work/s in earlier tender/s floated from NTPC; can be submitted by the bidder in the present tender or any future tenders subject to fulfilment of QR criteria as stipulated in NIT. The same would be acceptable subject to conditions mentioned at NOTE at A) above.</p>
7.0	VALIDITY OF OFFER	180 days from the date of Bid opening.
8.0	TRANSFER OF BID DOCUMENTS	Documents purchased/ downloaded by the Intending Bidders cannot be transferred.

<p>9.0</p>	<p>ELIGIBILITY FOR PARTICIPATION IN TENDER:</p> <p>[APPLICABLE]</p>	<p><i>Class-I Local Suppliers only are eligible to participate in this Tender.</i></p> <p>The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%.</p> <p>Bids received from Class-II Local and Non-Local suppliers shall be rejected on GeM portal.</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>
<p>12.0</p>	<p>JURISDICTION</p>	<p>Raipur, Chhattisgarh</p>
<p>13.0</p>	<p>PLACE OF ARBITRATION</p>	<p>New Delhi, India</p>
<p>14.0</p>	<p>INSURANCE</p>	<p>Transit Insurance shall be inclusive in Bidders "FOR Site" price.</p>
<p>15.0</p>	<p>FREIGHT</p>	<p>Freight charges shall be inclusive in Bidders "FOR Site" price.</p>
<p>16.0</p>	<p>PACKING AND FORWARDING</p>	<p>Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.</p>

17.0	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	Delivery period is 180 days from the date of issue of PO. Please refer technical spec for further details.
18.0	PAYMENT TERMS	<p>The percentage payments specified hereunder for each key phase of the work. Supply, erection & commissioning price component of the package shall be paid as follows.</p> <p>a) For supply part :-</p> <p>80 % of the payment within thirty days after receipt and acceptance of the material at site along with the test certificates and MDCC from NTPC.</p> <p>Balance 20% payment of supplied materials will be released on successful commissioning of the system.</p> <p>b) For installation, testing & commissioning work: - Payment Terms: 90 % payment shall be released after successful completion of the work and 10% after defect liability period.</p> <p>The defect liability period shall be ONE YEAR from the date of successful commissioning. During this period vendor shall attend all the defects within very short notice</p> <p>Amount linked to Safety Aspects/ compliance to Safety shall be 5.0 % of the total Installation and Commissioning value of PO. Amount linked to safety aspect shall be released as per the Annexure-[Safety_Aspects_Compliance_Payment.]</p>

19.0	CONTRACT PERFORMANCE GUARANTEE (CPG) / PERFORMANCE BANK GUARANTEE (PBG)	APPLICABLE @3% Validity: 21 Months.
20.0	TAXES & DUTIES	Inclusive
21.0	WARRANTY/ GUARANTEE	The Vendor shall warrant that Goods shall be free from Manufacturing defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in these conditions. The warranty shall remain valid for a period of 18 months from the date of supply/ 12 months from commissioning, whichever is earlier.
22.0	INSPECTION and testing	Pre-Dispatch Inspection is applicable. Material shall be inspected by NTPC RIO, before dispatch.
23.0	INTEGRITY PACT	NOT APPLICABLE
24.0	Evaluation Criteria	Overall evaluation on GeM Portal Splitting not applicable for MSE purchase preference.

25.0	CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)	Contractor's Labour Information Management System (CLIMS): (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. (b) The entry and exit of all contract labor to the plant premises will be through Gate Access (c) Control System of above 'Contractor's Labor Information Management System'. 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. 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.
26.0	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 .
27.0	LIQUIDATED DAMAGES GST ON LIQUIDATED DAMAGES	Applicable as per GEM GTC
28.0	SITE/ DELIVERY ADDRESS/ BILLING ADDRESS	As per GeM Consignee detail in GeM Bid.
29.0	Bid to be addressed to	AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018

30.0	CONTACT PERSONS / ADDRESS	DGM (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: tapasmishra@ntpc.co.in
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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)
2. Doc ref. no. 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,

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

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)
2. Doc ref. no. 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.

ANNEXURE-A2

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP

2012 for cases where Overall evaluation is applicable (to be uploaded online in Technical

Cover of online GePNIC Bid) along with EMD details)

M/s NTPC LTD

Date:

Ref: Our Bid Ref. No Dated against Tender Invitation

no. Dated for (Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have

attached relevant documents for availing benefits/ exemptions available to MSEs as per

PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs

under PPP 2012 are available to manufacturer of goods and not to traders/dealers and

accordingly, we hereby undertake that:

* We are manufacturer of all such items which are a pre-requisite for extending MSE

benefits of purchase preference as specified in the Bidding Documents and

understand that the benefits as applicable to MSEs under PPP 2012 including Purchase

Preference shall be applicable for our bid as per provisions of Bidding Document.

Or

* We are manufacturer of at least one of the items listed in the Bill of Quantity (BOQ) of

the Package and understand that the benefits pertaining to EMD and Tender fee

exemption only shall be applicable for our bid as per provisions of Bidding Documents.

We also understand that as per provisions of Bidding Document, our bid shall not be

eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.

We also understand that in case documents submitted by us for availing

benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by

NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid

Documents (wherever applicable) have also not been submitted by us then our bid shall

not be considered further for evaluation and be rejected.

Thanking you,

(Authorised Signatory)

Name & address of the bidder

.....

Terms and Procedures of Payment for the amount linked to Safety Aspects/ compliance to Safety Rules

In addition to the clauses specified in 'NTPC Safety Rules [as enclosed with GCC/SCC], Contractor shall adhere to the following provisions for payment linked to Safety Compliances as specified in Payment Terms:

i) Safety Personnel

Contractor shall adhere to the requirements of Clause 2.3 (requirement of Safety personnel) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

ii) Personal Protective Equipment & Safety Equipment

Contractor shall adhere to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.

In case Contractor fails to comply with aforesaid requirement, Project Manager /Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action. Project Manager /NTPC Safety Officer shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Clause 4.0 (Personal Protective Equipment) and the provisions of the Bidding Documents.

iii) Safety Induction and Training

Contractor shall adhere to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants. Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of Project Manager /NTPC Safety Officer all the time.

iv) Medical and First Aid Amenities

Contractor shall adhere to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants. NTPC Safety Officer/ Project Manager shall maintain written record of incidences when requisite Medical and first aid amenities as per Clause 13 of Safety Rules were not available for purpose of aforesaid payment.

v) Compliance to Work Permit System

Contractor shall adhere to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid Work permit system, he will be issued a warning letter/Non-compliance Memo by Project Manager /Safety Officer of NTPC regarding the same advising him to take corrective action.

Terms and Procedures of Payment

I. The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz,

A. 10% amount (calculated as 0.1 Y of the service portion amount of RA bill) shall be linked to Fatal/Major Accidents, and

B. 90% amount (calculated as 0.9 Y of the service portion amount of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of NTPC.

II. While raising Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y% of the service portion.

III. The amount as elaborated above shall be released in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge with final bill of the erection and commissioning part upon complying the following conditions:

A. Amount Bill linked to Fatal/ Major Accidents (0.1Y as elaborated above at para-G I.A)

Aforesaid amount shall be payable to Contractor only in case, there is

i) No fatal injury or accident-causing death during complete work.

And

ii) No Major injury or accident causing 25% or more permanent disablement to workmen or employees during complete work. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act' 1923.

In case of any fatal injury or accident as elaborated above occurs during that period, the stipulated amount (0.1Y) subject to minimum of Rs 10 Lakh per fatality shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract. In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during the work, Rs 4 lakh per Major injury shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments immediately due to the Contractor under the Contract.

B. Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para G I.B)

Aforesaid amount shall be payable to Contractor in five equal parts under five heads as under:

(i) Amount payable on deployment of required Safety Personnel:

One fifth of the amount specified at G.I.B (calculated as 0.18Y of Service portion amount), shall be paid upon certification by Project Manager in consultation with Safety dept. that required number of Safety personnel as per Clause 2.3 of 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC/SCC] have been deployed. The aforesaid amount linked to deployment of requisite safety personnel shall be paid as under:

a) 50% of the amount referred at G.III.B.(i), for deployment of Safety Supervisors shall be paid on pro-rata basis depending upon the actual no. of Safety Supervisors deployed vis-à-vis actual requirement : Amount to be paid = $0.09Y \times \text{Service portion of RA bill amount} \times (a/b)$ Where 'a' is actual no. of Safety supervisors deployed and 'b' is required no. of Safety supervisors as per Safety Rules. In case, actual no. of Safety supervisors deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.

b) 50% of the amount referred at G.III.B.(i), for deployment of Safety Officers shall be paid on pro-rata basis depending upon the actual no. of Safety Officers deployed vis-à-vis actual requirement : Amount to be paid = $0.09Y \times \text{Service portion of RA bill amount} \times (a/b)$ Where 'a' is actual no. of Safety Officers deployed and 'b' is required no. of Safety Officers as per Safety Rules. In case, actual no. of Safety Officers deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.

c) In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above shall be forfeited and shall not be payable to the Contractor under the contract.

(ii) Amount payable on providing requisite Personal Protective Equipment & Safety Equipment One fifth of the amount specified at G.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor. In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by Project Manager /Safety Officer of NTPC. Further, if more than two such warning letters/Non Compliance Memos are issued, above mentioned amount shall be forfeited and shall not be payable to the Contractor under the contract.

(iii). Amount payable on providing requisite Safety Induction and Training: One fifth of the amount specified at G.III.B (calculated as 0.18Y of Service portion), shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants to at least 90% of its employees/workmen (who have not been previously provided with requisite training) in a quarter/ three months period. In case Contractor fails in meeting the aforesaid requirement, above mentioned amount shall be forfeited and shall not be payable to the Contractor under the contract.

(iv) Amount payable on providing requisite Medical and First Aid Amenities: One fifth of the amount specified at G.III.B (calculated as 0.18Y of Service portion amount), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence, above mentioned amount shall be forfeited and shall not be payable to the Contractor under the contract.

(v) Amount payable on compliance to Work Permit System: One fifth of the amount specified at G.III.B (calculated as 0.18Y of Service portion amount), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

In case of non-compliance by Contractor, warning letters/Non Compliance Memos shall be issued by Project Manager /Safety Officer of NTPC. In case of issuance of more than two such warning letters/Non Compliance Memos, above mentioned amount shall be forfeited and shall not be payable to the Contractor under the contract.

Disclaimer/अस्वीकरण

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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---