



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3313871
Dated/दिनांक : 29-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-04-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-04-2023 16:30:00
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	16
Item Category/मद केटेगरी	Fuel Oil Burners for V94.2 Gas Turbine (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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	500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(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 :

SM(C&M)

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, Pin Code-492101
(Ntpc Ltd)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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.

Fuel Oil Burners For V94.2 Gas Turbine (16 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Uma Shanker Yadav	201008,National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.)	16	365

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

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

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

**UNIFIED SHARED SERVICE CENTRE, CENTRAL PROCUREMENT GROUP-1, R
AIPUR**

CONTRACT & MATERIAL DEPARTMENT

NOTICE INVITING TENDER (NIT)

FOR

PROCUREMENT OF FUEL OIL BURNERS

FOR V94.2 GAS TURBINE AT DADRI GAS POWER STATION

(Domestic Competitive Bidding)

NIT No: 9900255852

Bidding Document No: M-CPG1-1304

1. NTPC invites on-line bids on **Single Stage Two Envelope Bidding basis** (Envelope-I: Technical-commercial Bid & Envelope-II: Price Bid) from Eligible Bidders for aforesaid package, as per the scope briefly mentioned hereinafter.

2. Brief Scope of Work

The scope under this contract includes:

Supply of Fuel Oil Burners (1 Set=16 Nos.) for V94.2 Gas Turbine

The detailed scope and description covered under this package has been specified in relevant clause of Detailed Technical Specification/Technical Data Sheet.

NTPC intends to finance subject Package through Domestic Commercial Borrowings/Own sources.

3. Detailed Specification, Scope of Work/Supply and Terms and Conditions are given in the bidding document, which are available for examination at GeM Portal and as per the following schedule:

Source of IFB/NIT	Central Procurement Group-1, Raipur
Form of Contract/Tender Category	SUPPLY
Integrity Pact	Not Applicable.
EMD	INR 5,00,000/- (Rupees Five Lakh only)

“No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified above.”

4. **Qualifying Requirements for Bidders:**

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

4.1 **Technical Criteria**

4.1.1 **Route-1**

The bidder should be the Manufacturer of Siemens design model No. V94.2. Gas Turbine.

OR

4.1.2 **Route-2**

The Bidder should be a manufacturer of Siemens design Gas Turbine Fuel Oil Burners and must either himself possess or have access to the necessary technology for manufacturing of Gas Turbine Fuel Oil Burners for Siemens design model No. V 94.2 Gas Turbine having minimum ISO rating of 100 MW at TIT of minimum 1060 Deg C.

AND

The bidder should have manufactured and supplied at least one (1) set of Gas Turbine Fuel Oil Burners for Siemens design Gas Turbine having minimum ISO rating of 100 MW at TIT of minimum 1060 Deg C., which should have completed successful operation of at least “one Hot Gas Path Inspection (HGPI) or Major Overhaul” having minimum 15,000 EOH prior to the techno-commercial bid opening date.

Note: For the specified job as above, the Bidder at his option can also outsource any of the activities required for manufacturing of above Gas Turbine Fuel Oil Burners subject to the condition that the chosen outsourced agency by the bidder also has the necessary technology for manufacturing of above Gas Turbine Fuel Oil Burners for Siemens design Model No. V 94.2 Gas Turbine having minimum ISO rating of 100 MW at TIT of minimum

1060 Deg. C.

OR

4.1.3 **Route-3**

The Bidder can be a licensee or Authorized Agent of Manufacturer of Siemen Design Model V 94.2 Gas Turbine or its Fuel Oil Burners. In such case, the bidder can be considered qualified based on the experience of their Principal who meets the requirements mentioned at Clause 4.1.1 or 4.1.2 above.

4.1.4 The "Bidder or its Principal" should have successfully executed any one of the following "Similar work" 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. 227 Lakh

OR

B. Two (2) orders having executed value not less than Rs. 142 Lakh each

OR

C. Three (3) orders having executed value not less than Rs. 114 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. Similar Work means "**Supply of Gas Turbine Components**".
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 contract is inclusive of taxes, bidder should provide the break - up of basic value and taxes.

4.2 **Financial Criteria:**

4.2.1 The Average Annual Turnover of the Bidder should not be less than **Rs. 284 Lakh (Rupees Two Hundred & Eighty Four lakh only)** during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

4.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 4.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 4.2.1 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.

4.2.3 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:

- a. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of its Holding Company.
- b. 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.

4.2.4 In case where audited results for the last 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 for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

NOTES for 4.2:

- 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.
- iv. In case of any financial criteria submitted by the bidder in foreign currency, the exchange rate as on 7 days prior to the date of Techno-Commercial bid opening shall be used.

5. Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators /associates/ subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer. The physical assessment shall include but not be limited to the assessment of office/facilities/banker's/reference workers by Employer. A negative determination of such assessment of capacity and capabilities may result in rejection of the bid.

6. **UDIN: It is mandatory to mention UDIN (Unique Document Identification Number) by the bidders while submitting audited financial statements, other CA certificates etc. w.e.f. date as mentioned in ICAI gazette notification dt. 02.08.2019**

Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Acc

ount (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).

7. This is a NO DEVIATION TENDER, which means- no deviation, whatsoever, is permitted by the employer to any provisions of bidding documents.

8. Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

However, the said requirement of registration will not apply to bidders 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 .

9. 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.

10. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action. Further, NTPC reserves right to amend any bid/tender conditions through appropriate CORRIGENDA published in the portal at any time. NTPC also reserves the right to extend/change the bidding schedule through publishing necessary corrigenda in the portal if the situation demand so at any time. The corrigendum as decided by NTPC and deemed fit would be published in the portal as per provisions therein. This prevails over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments/Corrigenda, if any

11. Transfer of Bidding Documents downloaded by one intending Bidder to another is not permissible.

12. Address for Communication

Sr. Manager/AGM (Contracts & Materials)
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, Pin Code-492101
Tel. No.: 0771-2515362/0771-2515469
Email: sunnyagarwal@ntpc.co.in /dppradhan@ntpc.co.in

13. **Registered Office:**

NTPC Limited
NTPC Bhawan, SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi - 110003

SPECIAL PURCHASE CONDITIONS (SPC)		
1.0	TYPE OF BIDDING	Single Stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	TENDER FEE	NIL
4.0	EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY	<p>INR 5,00,000/- (Rupees Five Lakh only)</p> <p>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:</p> <p>Tender Number _____</p> <p>Tender Subject _____</p> <p>Due Date of Bid Opening _____ (Date of Techno-Commercial Bid Opening)</p> <p>From _____ (Name of the Bidder).”</p> <p>EMD envelope shall be submitted to:</p> <p>Sunny Agarwal Senior Manager(C&M),</p>

USSC, CPG-1, NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhattisgarh-492018

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

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.

- o 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 (latest within 5 days of bid opening as mentioned in Gem GTC), failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.
- o Micro and Small Enterprises (MSEs) shall be exempted from payment of EMD. MSEs seeking exemption should upload/enclose a copy of Udyam Registration Certificate as a part of their bid failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSE's.

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.

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.

Exemption shall also be applicable to bidders as per GEM GTC clause for EMD exemption.

<p>5.0</p>	<p>INFORMATION REGARDING EMD BG SUBMISSION</p>	<p>In case of Bidders opting for 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) SFMS message must be sent to the Employer's bank.</p> <p>Details are mentioned at Clause 6.0 below. 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 e-tendering portal. Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 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>
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6.0	CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANK	<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" data-bbox="703 405 1259 1160"> <thead> <tr> <th colspan="3">For Domestic BG</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>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> <tr> <td colspan="3"> Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS. </td> </tr> </tbody> </table>	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	Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.		
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7.0	PRICE BASIS	<p>FOR NTPC Station as mentioned in Technical Data Sheet and BOQ</p> <p>Bidders are requested to indicate the Price on "FOR NTPC Site" basis.</p>																					
8.0	PERIOD OF VALIDITY OF BIDS	<p>180 days from the date of Bid opening</p>																					
9.0	TRANSFER OF BID DOCUMENTS	<p>Documents purchased/ downloaded by the Intending Bidders cannot be transferred.</p>																					
10.0	DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS	<p>APPLICABLE</p> <p>-</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.</p>																					

in support of meeting the Qualifying Requirements based on which 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 or Subsidiary / JV companies of 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.

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.

NOTE:

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)."

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>in support of meeting the Qualifying Requirements based on which 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 or Subsidiary / JV companies of 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>
11.0	COMPLIANCE ON QUALIFYING REQUIREMENTS	<p>APPLICABLE</p> <p>-</p>

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).

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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 the format placed at **Appendix I: Undertaking from Statutory Auditor and/ or Appendix II : Undertaking from TPIA** (Available in Formats under Buyer uploaded ATC 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.

ii. 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

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The following website may be referred for con

tact 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 or of the bidder as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

iii. 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.

Note:

1) In case a bidder submits documents / credentials in present tender duly certified/ verified by Independent Statutory Auditor or specified TPIA for an earlier tender of NTPC including its JV /Subsidiary, the same shall be considered for the purpose of evaluation. In such case the undertakings submitted for previous tender (as per format) may be submitted by the bidders for evaluation against the said tender.

2) 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.

12.0

ELIGIBILITY FOR PARTICIPATION IN TENDER

All class of suppliers (Class-I Local, Class-II Local and Non-Local) shall be eligible to bid in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%

Bids from 'Class-I local supplier' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT shall be eligible for purchase preference. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

Note:

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

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

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

13.0	EVALUATION CRITERIA	<p>1. LUMPSUM</p> <p>2. SPLITTING: NOT APPLICABLE</p> <p>3. PURCHASE PREFERENCE TO MSE/LOCAL SUPPLIER- APPLICABLE (Refer Annexure-I at the end of this document)</p>
14.0	INTEGRITY PACT	Integrity Pact guidelines provided on GeM Portal.
15.0	JURISDICTION	Courts of Raipur
16.0	PLACE OF ARBITRATION	New Delhi, India
17.0	INSURANCE	Transit Insurance shall be inclusive in Bidders "FOR Site" price.
18.0	FREIGHT	Freight charges shall be inclusive in Bidders "FOR Site" price.
19.0	PACKING AND FORWARDING	Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.
20.0	DELIVERY SCHEDULE / COMPLETION SCHEDULE	Within 12 (Twelve) months from the date of issue of PO
21.0	PAYMENT TERMS	As per GeM standard payment terms i.e., "100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills"
22.0	CONTRACT PERFORMANCE GUARANTEE (CPG)/ PERFORMANCE BANK GUARANTEE (PBG) /SECURITY DEPOSIT (SD)	<p>PERFORMANCE BANK GUARANTEE: APPLICABLE</p> <p>i)The Guarantee period for Fuel Oil Burner Assemblies shall be minimum 16000 EOH operation OR 02 years from date of installation, whichever is earlier.</p> <p>ii)Guaranteed Shelf life shall be up to the date of installation OR Max. 02 years from the date of delivery at NTPC's site, whichever is earlier.</p> <p>iii)Total duration of Guarantee period shall be limited to maximum 04 years from the date of delivery at NTPC site in case the first HGPI (Hot Gas Path Inspection) is delayed due to any operational constraints of NTPC Ltd.</p> <p>iv. Guarantee shall also continue to remain applicable even if NTPC diverts and utilizes the Fuel Oil Burner Assembly at any other Stations of NTPC as mentioned</p>

d in Technical Specifications.

v. The above Guarantee shall be secured by performance Bank Guarantee (PBG) valid up to a period of three months after expiry of aforesaid mentioned Guarantee period to cover guarantee period and processing time for release of PBG. PBG will be @3% of PO value.

a. The successful bidder/Supplier shall furnish the Security Deposit for due performance of the Contract as under:

On placement of firm order by NTPC, the vendor shall be required to furnish the Security Deposit (SD) to NTPC for an amount equal to 3% of basic order value. SD-BG should be valid for a period of three months (3 months) beyond the expiry of Delivery schedule. The SD should be submitted within 30 days of placement of award. If no SD-BG is given, then it will be deducted from initial Bills.

b. SD/CPG/PBG may be submitted in the following form:

- 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 Performance Guarantee shall constitute sufficient grounds for the annulment of the award and action will be taken as per GEM GTC.

The CPG/PBG should be submitted within 30 days of placement of award.

1) All BGs except BG issued by a Bank outside India, shall be received from issuing Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:

Unified Treasury (BG Group)

Administrative Building, NCPS, Dadri

NTPC Limited,

PO. Vidyut Nagar

Distt: Gautam Budh Nagar,

Uttar Pradesh- 201008

A BG issued by a Bank outside India needs to be submitted by the Bidder directly to the employer as defined in BDS. The BG also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be adjusted from t

he payment due to the contractor.

2)A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.

3)Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT

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:

i	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS
ii	Field Number : Particulars (To be mentioned in Row 1)	7037: NTPCBG (unique identifier)

		<p>4)All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>5)Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.</p> <p>6)BG will be executed on a Non-Judicial Stamp Paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted (Uttar Pradesh) or is to be acted upon (State where NTPC Project/Station is situated) or the rate prevailing in the state where the BG is executed (State where the BG issuing Bank is situated), whichever is higher.</p>
23.0	TAXES & DUTIES	Quoted Rates shall be inclusive of all taxes & duties including Goods and Services Tax (GST)
24.0	WARRANTY/ GUARANTEE	<p>APPLICABLE</p> <p>a. i)The Guarantee period for Fuel Oil Burner Assemblies shall be minimum 16000 EOH operation OR 02 years from date of installation, whichever is earlier.</p> <p>ii)Guaranteed Shelf life shall be up to the date of installation OR Max. 02 years from the date of delivery at NTPC's site, whichever is earlier.</p> <p>iii)Total duration of Guarantee period shall be limited to maximum 04 years from the date of delivery at NTPC site in case the first HGPI (Hot Gas Path Inspection) is delayed due to any operational constraints of NTPC Ltd.</p> <p>b. Guarantee shall also continue to remain applicable even if NTPC diverts and utilizes the Fuel Oil Burner Assembly at any other Stations of NTPC as mentioned in Technical Specifications.</p>

25.0	DOCUMENTS TO BE SUBMITTED DURING SUPPLY	<p>a) GUARANTEE/ WARRANTY CERTIFICATE</p> <p><i>The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the supplier.</i></p> <p>b) INTERCHANGEABILITY/ FITMENT CERTIFICATE</p> <p><i>The Interchangeability/ Fitment Terms and Conditions shall be applicable to the material supplied against the PO.</i></p> <p><i>No separate Interchangeability/ Fitment Certificate is required to be submitted by the Supplier along with the material. The Interchangeability/ Fitment terms and condition shall be binding on the supplier.</i></p> <p>c) Certificate of Conformance</p> <p>d) CHP/MDCC</p>
26.0	INSPECTION	Pre-Dispatch Inspection- Applicable
27.0	QUALITY PLAN	As per Technical Specifications.
28.0	QUANTITY VARIATION	NOT APPLICABLE
29.0	PRICE VARIATION CLAUSE	NOT APPLICABLE

30.0	CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM	<p>NOT APPLICABLE</p> <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	<p>Applicable as per GeM Standard GTC</p> <p>GST extra as applicable shall also be levied on Liquidated Damages.</p>

33.0

OTHER TERMS AND CONDITIONS

NTPC policy for withholding and banning of Business Dealings & Fraud Prevention Policy with its amendments from time to time are integral part of this tender document. Bidders are requested to go through these policies available on our website <https://ntpctender.ntpc.co.in>. The bids submitted against this tender constitute that bidders are in agreement and accept all the clauses of these policies.

Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.

The Bidder along with its associate/collaborators/sub-contractors/ sub vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <https://ntpctender.ntpc.co.in> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.

The Employer has in place a policy for withholding and banning of Business Dealings and same is displayed on its tender website <https://ntpctender.ntpc.co.in>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor.

The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without there by incurring any liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

34.0	SITE/ DELIVERY ADDRESS/ BILLING ADDRESS	As mentioned in Tender documents	
35.0	BID TO BE ADDRESSED TO	GM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:- usgupta01@ntpc.co.in	
36.0	CONTACT PERSONS / ADDRESS	Sr. Manager(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018	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	sunnyagarwal@ntpc.co.in	dppradhan@ntpc.co.in
	Contact No.	0771-2515362	0771-2515469

ANNEXURE-1

Preference to Make-In-India and Eligibility for Participation/granting of purchase preference to Class-I Local Suppliers

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/ purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - II local supplier' but less than that prescribed for 'Class-I local supplier'.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- e) **'Fraud Prevention Policy'** shall mean the policy related to prevention of fraud displayed on NTPC tender website <https://ntpctender.ntpc.co.in>
- f) **Policy & Procedure for Withholding & Banning of Business Dealings** - shall

mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.

2.0 Eligibility for Participation/Purchase Preference

A. ~~@APPLICABLE FOR TENDERS WHERE ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE TO BID:~~

~~2.1 Eligibility for Participation~~

~~a) *For tenders having lump sum evaluation:~~

~~Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.~~

~~b) *For tenders having item wise evaluation:~~

~~Only Class-I local suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Class-II Local Supplier / Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).~~

~~B. @APPLICABLE FOR TENDERS WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID:~~

~~2.1 Eligibility for Participation~~

~~a) *For tenders having lump sum evaluation:~~

~~Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non-Local Supplier shall be out rightly rejected.~~

~~b) *For tenders having item wise evaluation:~~

~~Only Class-I and Class-II Local Suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).~~

C. @APPLICABLE FOR TENDERS WHERE CLASS-I , CLASS-II AND NON-LOCAL SUPPLIERS ARE ELIGIBLE TO BID:

2.2 Eligibility for Participation

a) *For tenders having lump sum evaluation:

All class of suppliers (Class-I Local, Class-II Local and Non-Local) shall be eligible to bid in this tender

b) *For tenders having item wise evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

3 Purchase Preference: ~~Applicable/Not Applicable~~

3.1 Margin of Purchase Preference: The margin of purchase preference shall be 20 %.

3.2 Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:

a) ~~Procurements where MSE benefits are not applicable:~~

~~** (i) In all procurements where MSE benefits are not applicable and where splitting of quantity/divisibility of tender has been specified in the bidding documents, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:~~

- ~~• Among all qualified bids, the lowest evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.~~
- ~~• If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the 'Class-I local supplier' will be invited to match the lowest evaluated bid (L1) price for the remaining 50 % quantity subject to the Class-I local supplier's evaluated price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.~~

~~** (i) In all procurements where MSE benefits are not applicable and which are not divisible in nature and the same has been specified in bidding documents, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:~~

- ~~• Among all qualified bids and substantially responsive bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.~~
- ~~• If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.~~
- ~~• In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.~~

~~(ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.~~

(iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier 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.

Notes:

- **In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.
- **In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

OR

b) Procurements where MSE benefits are applicable

(i) In case of tenders, where preference to MSE is applicable and where splitting of quantity is not possible and the same is specified in bidding documents:

The following procedure shall be followed:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 bid is from an MSE, the contract will be awarded to L1.
- 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.
- 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, if L1 bid is from a Class-I local supplier.
- If L1 Bid is neither from a Class-I local supplier nor from MSEs, the lowest evaluated bidder among the Class-I local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference (i.e. 20%) matches th

the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

** (i) In case of tenders, where preference to MSE is applicable and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.

- If L1 bid is from an MSE who is also a Class-I local supplier, the contract will be awarded to L1.

- If L1 bid is from an MSE who is not a Class-I local supplier
 - 50% of the order quantity shall be awarded to L1.

- Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.

- In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.

- In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- If L1 bid is from a Class-I local supplier who is not an MSE
 - 75% of the order quantity shall be awarded to L1.

- Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.

- In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.

- If L1 bid is from a bidder who is not a Class-I local supplier and not an MSE,
 - 50% of the order quantity shall be awarded to L1.

- Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.

- Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity [50% of the ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price fallin

g within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.

□ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.

□ In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.

(iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier / MSEs 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.

Notes:

• **In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

• **In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

OR

****c) Procurements where contract is to be awarded to multiple bidders**

In case of tenders, where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, and the same is specified in bidding documents:

The following procedure shall be followed:

a. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents.

However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract.

'Class-I Local suppliers' taken in totality shall be considered for award of contract for at least 50% of the tendered quantity.

b. First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Notes:

- In case of item-wise tenders, where evaluation is done for each item and each item is awarded to multiple bidders, the aforesaid procedure shall be followed item-wise.
- In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

4 Minimum Local Content:

4.1 As specified in the bidding documents

4.2 Ancillary services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non-local suppliers. Such bidders can't claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. as local value addition.

5 Verification of Local Content:

- 5.1 The 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.
- 5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

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- 5.3 However, if the item(s) offered by Supplier are manufactured in India under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, the supplier shall be required to provide, in the relevant Attachment of Techno-Commercial Bid, self-certification / declaration to this effect for availing exemption from meeting the Minimum Local Content requirement.
- 5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.
- 5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
- 5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

6 Local Sourcing

6.1 The Bidder/ its Sub-vendors must be Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/ Bought-out.

6.2 The Bidder/ Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract/ package from domestic suppliers/ service providers. In this regard, Bidder shall also follow guidelines/ advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Certificates

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

5. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates

(whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

7. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

9. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

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---