



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3478323  
Dated/दिनांक : 23-05-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2023 15:30:00
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	17000
Item Category/मद केटेगरी	M5048016097
BOQ Title/बीओक्यू शीर्षक	PROCUREMENT OF CONDENSER TUBES FOR STAGE 01 NTPC Vindhyachal
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),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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

**Bid Details/बिड विवरण****Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक

ICICI

EMD Amount/ईएमडी राशि

2000000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक

ICICI

ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)

10.00

Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).

26

(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 दस्तावेज़ 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 :**

GM (C&amp;M)-CPG-1

NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur  
Chhatisgarh-492018

(Uma Shankar Gupta)

**Splitting/विभाजन**

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

**Reserved for Make In India products**

Reserved for Make In India products

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1

local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(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.

## M5048016097

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

### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Avijeet Kumar	486885,Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885 Vindhyanagar	17000	180

## 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. Scope of Supply

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

### 3. Inspection

Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

### 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. Buyer Added Bid Specific ATC

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

## 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---**

**NTPC Limited**  
( A Government of India Enterprise )

**Tender Enquiry No.** 9900259003

**Bill of Materials**  
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**Delivery Address:**

Vindhyachal Super Thermal Powe

P.O. Vindhyanagar

Vindhyanagar

Madhya Pradesh

486885

India

Tel : 07805-247685247928 Fax: 07805-247728

Item	Material Code	Description	UoM*	Total Quantity	Delivery Date
00010	M5048016097	CONDENSER TUBE	NO	17,000.000	31.12.2023

( UOM Legends :- NO - Number )

Tender Enquiry No. 9900259003

**TECHNICAL DATA SHEET**  
-----**00010 - M5048016097****Specification**

Seamless 95/5 Copper Nickel Tubes.

Tube Material: Cu - 95%, Ni - 5%, Seamless tube

Tube OD: 28mm

Tube Thickness: 1mm (+0.1 mm, -0.00 mm)

Tube Length: 9020 mm (+10.0 mm, -0.00 mm)

Condenser tubes for 210 MW unit, of size OD= 28 mm, ID = 26mm (wall thickness = 1mm) and length 9020 mm, material of tubes is Cupro-Nickel 95:5.

·Thickness of tube should not be less than one mm at any point of cross section of tube.

·Tubes shall be packed in proper wooden boxes to avoid movements and rubbing.

·Tube ends shall be protected by proper inserts to avoid damage during handling &amp; transit.

·Boxes containing tubes shall be suitably marked with Lot number, Grade, Size, Number of tubes inside box &amp; Manufacture's name.

·Roundness of tubes to be ensured by vendor.

**NTPC Limited**  
( A Government of India Enterprise )


**Tender Enquiry No.** 9900259003

**ITEM DATA SHEET**

Material Code	Item Text
M5048016097	<p>WARRANTY: 12 months from the date of use/commissioning or 18 months from the date of supply, whichever is earlier. 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.</p> <p>Inspection: Pre dispatch inspection (PDI) shall be carried out by NTPC RIO at the works of vendor as per technical specification, standard quality plan. Vendor has to accept the NTPC standard quality plan. Materials are to be dispatched only after issue of MDCC from NTPC.</p>




**STANDARD QUALITY PLAN**

	<b>Item :- Copper and Copper-alloy Seamless Tubes for Condenser / Heat Exchangers</b>	SQP NO:	CPG-QA-SQP-M068		P-1/2	Prepared GANPATI JHA (Ganpati Jha)	Approved SUNIL MALANI Digitally signed by SUNIL MALANI Date: 2022.09.30 15:00:12 +05'30' (Sunil Malani)	
		Rev.	00	Date	30.09.2022			

SL. NO.	COMPONENT / OPERATION	CHARACTERISTICS	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	D	AGENCY		REMARKS
			M	N					M	N	

<b>A)</b>	<b>Raw Material / Bought Out Items Checks</b>										
	Raw Material	Chemical composition & Mechanical Properties	1/ Heat	1/ Heat	Tender/PO Specs/NTPC approved DRG/DS	TC/IR		P/V	V		
<b>B)</b>	<b>Process / Assembly Checks</b>										
	Tubes' Manufacturing	a) Visual for Straightening	100 %	-	Tender/PO Specs/NTPC approved DRG/DS	IR		P			
		b) Ovality check by Measurement of diameter	100 %	-	Tender/PO Specs/NTPC approved DRG/DS	IR		P			
		c) Surface and sub surface defect by NDT(ECT)	100%	5%	ASTM E 243	IR		P	W		Witness during final inspection
		d) Heat Treatment / annealing, TS, EB	100 %	-	Tender/PO Specs/NTPC approved DRG/DS / ASTM B 111	IR/chart		P			Quantum of TS, EB as per mfr's std
<b>C)</b>	<b>Finished Product / Final Inspection</b>										
1	Tube	a) Marking, Surface finish-no dents, Dimension (Length, OD, Thickness, ovality), straightness, squareness, Inner surface visual check	100%	1 %	Tender/PO Specs/NTPC approved DRG/DS/ASTM B 111/IS 1545	IR		P	W		
		b) Flattening, Expansion	5/size/ Offered lot		ASTM B 111/ IS 1545	Note 5	IR	Y	P	W	
		c) Residual stress (as applicable)	5/size/ Offered lot		ASTM B 111 /IS 1545		IR/TC		P	W	

## STANDARD QUALITY PLAN

	<b>Item :- Copper and Copper-alloy Seamless Tubes for Condenser / Heat Exchangers</b>	SQP NO:	CPG-QA-SQP-M068		P-2/2	Prepared		Approved
		Rev.	00	Date	30.09.2022	(Ganpati Jha)	(Sunil Malani)	

SL. NO.	COMPONENT/ OPERATION	CHARACTERISTICS	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	D	AGENCY			REMARKS
			M	N					M	N		
2	Tube Material	a)Physical Checks incl hardness, microscopic examination	1 /size/ Offered lot		ASTM B111 /IS 1545	Tender/PO Specs/NTPC approved DRG/DS	IR	Y	P	W		
		b)Chemical composition check	1 % /size/ Offered lot		ASTM B111 /IS 1545	Tender/PO Specs/NTPC approved DRG/DS	IR	Y	P	W		
3	Leakage Test (Pneumatic Test)	Air under water or air-air differential pressure	100%	5%	ASTM B111 /IS 1545	No leakage/No pressure drop	IR	Y	P	W	Air under water Test- by DM water	

**Notes :-**

1. 'Y' mark in Column 'D' means such document shall be furnished by the manufacturer / supplier.
2. Calibrated equipments required for performing the tests in presence of NTPC or authorized representative, shall be arranged by the supplier without any extra cost.
3. Witness by NTPC/authorized representative (wherever applicable) shall be on randomly chosen sample/s. NTPC shall review Mfrs test report for balance quantity.
4. Reference and Acceptance norms shall be derived from following in the same sequence a) NTPC Approved drawing / data sheet; b) NTPC tech specs; c) Purchase Order; d) Relevant national standard. e) Relevant International standard; f) Manufacturer's standard g) Good Engineering practices
5. No evidence of crack or rupture clearly visible to the unaided eye.
6. Packing & preservation shall be as per relevant standard and good engineering practices ensuring proper inserts in the tubes and covering to avoid movements , rubbing and damage during handling & transit.

**Abbreviations :-**

<b>M /Mfr</b>	<b>Manufacturer</b>	<b>P</b>	<b>Perform</b>	<b>IR</b>	<b>Inspection Record / Report</b>
<b>N</b>	<b>NTPC Ltd or authorized representative</b>	<b>W</b>	<b>Witness</b>	<b>TC</b>	<b>Test Certificate</b>
<b>PO</b>	<b>Purchase Order</b>	<b>V</b>	<b>Review of records</b>	<b>DRG/DS</b>	<b>Drawing/DataSheet</b>

**INVITATION FOR BIDS (IFB)**

**NTPC LIMITED**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Central Procurement Group-I, Raipur**

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

1. NTPC invites online bids for **“PROCUREMENT OF CONDENSER TUBES FOR STAGE-01 (NTPC Vindhychal)”**

2. Brief Details:

<b>NIT No.</b>	<b>NTPC/USSC-CPG1/ 9900259003</b>
<b>Tender Fees</b>	Not Applicable
<b>EMD</b>	<b>INR 20,00,000.00</b>
<b>Completion period</b>	180 days

**General Terms & Conditions:**

1. NTPC reserve the right to assess bidder's capability and capacity of the bidder for carrying out the supplies and the decision of NTPC in this regard shall be final.
2. NTPC reserves the right to accept or reject any or all the tenders in part or full including rejection of any request for issue of tender documents, alter the quantities or split the order without assigning any reason thereof.
3. Above details are only indicative. Other detailed terms and conditions shall be as per tender documents.

Address for Communication:

GM (C&M)-CPG-1/ AGM(C&M)-CPG-1

NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018

Email:- [usgupta01@ntpc.co.in](mailto:usgupta01@ntpc.co.in)/[dprradhan@ntpc.co.in](mailto:dprradhan@ntpc.co.in)/[amitksingh@ntpc.co.in](mailto:amitksingh@ntpc.co.in)

Contact Nos.: Amit Kumar Singh: 9415335083/ Durga Prasad Pradhan: 7008084608

## BUYER ADDED ADDITIONAL TERMS & CONTIONS (ATC)

### 1. DETAILED TECHNICAL SPECIFICATION

Item Number	Item Title	Item Description	Detailed Specification
10	M5048016097	CONDENSER TUBE	<p>Seamless 95/5 Copper Nickel Tubes.</p> <p><b>Tube Material:</b> Cu - 95%, Ni - 5%, Seamless tube</p> <p><b>Tube OD:</b> 28mm</p> <p><b>Tube Thickness:</b> 1mm (+0.1 mm, -0.00 mm)</p> <p><b>Tube Length:</b> 9020 mm (+10.0 mm, -0.00 mm)</p> <p>Condenser tubes for 210 MW unit, of size OD= 28 mm, ID = 26mm (wall thickness = 1mm) and length 9020 mm, material of tubes is Cupro-Nickel 95:5.</p> <ul style="list-style-type: none"><li>• Thickness of tube should not be less than one mm at any point of cross section of tube.</li><li>• Tubes shall be packed in proper wooden boxes to avoid movements and rubbing.</li><li>• Tube ends shall be protected by proper inserts to avoid damage during handling &amp; transit.</li><li>• Boxes containing tubes shall be suitably marked with Lot number, Grade, Size, Number of tubes inside box &amp; Manufacture's name.</li><li>• Roundness of tubes to be ensured by vendor.</li></ul>

## **2. COMMON TERMS & CONDITIONS:**

1. **Delivery/ Completion Period:** Within 180 days from PO
2. **Inspection:** Pre dispatch inspection (PDI) shall be carried out by NTPC RIO at the works of vendor as per technical specification, standard quality plan. Vendor has to accept the NTPC standard quality plan. Materials are to be dispatched only after issue of MDCC from NTPC.
3. **Payment Term:** 100% payment within 10 days of Consignee's Receipt & Acceptance Certificate (CRAC) Generation in GeM.
4. **WARRANTY / GUARANTEE:** 12 months from the date of use/commissioning or 18 months from the date of supply, whichever is earlier. 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.
5. **PBG (Performance bank Guarantee):** PBG for an amount equal to 10% of total order value of GeM Contract to be submitted within 30 days of placement of award. PBG should be valid for a period of 26 months (06 months completion period + 18 months warranty + 2 months claim period).

## **3. ELIGIBILITY FOR PARTICIATION IN TENDER:**

'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

**The minimum local content shall be 50%.**

The 'Class-I local supplier' shall be required to provide, in the Bid Form/relevant attachment of Techno- Commercial bid, self-certification/declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made. Format is attached as **Annexure A**.

Bids for item(s) which do not meet the Minimum Local Content as mentioned above, shall be considered non-responsive and shall not be evaluated in respect of such item(s) i.e. shall be rejected for such item(s).

## Annexure A

Bidding Document No:.....

### Declaration of Local content

Dear Sir,

- 1.1 We have read the provisions of “Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers” enclosed with the Bid Data Sheets.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of BOQ	Description of Goods	Details of the location(s) at which the local value addition is made
10	CONDENSER TUBE	

- 1.2 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##

## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.

- 2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

- 3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

- Note : 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
- 2) In case a Bidder has been banned/debarred by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

#### **4. QUALIFYING REQUIREMENT**

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

##### **1.1 Technical Criteria:**

###### **1.1.1 Route-1**

The bidder should be a Manufacturer / Supplier of Turbine Condenser for Power Plants and should have Supplied at least one (01) number Main Turbine Condenser for Unit Capacity of minimum 100 MW, which should have been in operation for at least one (1) year, prior to the date of techno-commercial bid opening.

###### **1.1.2 Route-2**

Bidder should have manufactured and Supplied Cu- Nickel Tube for Main Turbine Condenser for Power Plants of Unit Capacity of minimum 100 MW, prior to the date of techno-commercial bid opening.

**AND**

The bidder should have supplied 'Cu-Ni tubes/pipes' to any industry 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. 1055 Lakh**

**OR**

B. Two (2) orders having executed value not less than **Rs. 660 Lakh each**

**OR**

C. Three (3) orders having executed value not less than **Rs. 528 Lakh each**

##### **Notes for Technical Criteria:**

1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
3. 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. 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.
5. In case of any executed value submitted by the bidder is in foreign currency, Bill Selling Exchange Rate established by State Bank of India as on the date of Techno-Commercial bid opening shall be used.

## **1.2 Financial Criteria:**

**1.2.1** The Average Annual Turnover of the Bidder, should not be less than **Rs. 1319 Lakh (Rupees Thirteen Crores & Nineteen 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 standalone 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.

**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.



## **5. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS:**

The Bidder shall submit documents towards in support of meeting the QR stipulated in the Detailed NIT along with their bid (**ANNEXURE I**) which shall include:

- a) Company Registration certificate / certificate of incorporation/ Partnership agreement etc.
- b) Memorandum and Article of Association including changes in the constitution of the firm/company, name and address/(es) of Sole proprietor / partners / board of directors, partnership deed (up to date), if any, in case of partnership firm and affidavit for proprietorship concern.
- c) Copy of GST Registration document.
- d) Copies of the Letter of Award/Purchase orders/Contracts along with Certificate(s) from the Client(s) for successful execution of the assignment with value and period of executions in support of meeting the QR as stipulated in NIT.
- e) Copies of financial statement in support of meeting the QR as stipulated in NIT
- f) Any Other Document in support of meeting the QR as stipulated in the Detailed NIT

The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at **Annexure-II** (Undertaking from Statutory Auditor) and/ or **Annexure III** (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA”

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

**Details of submitted copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified TPIA should be entered in Annexure I.**

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certification Services (ICS)
- 4) 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](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

**Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.**

The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

**Bidders are required to fill Annexure I/ IA properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).**

**Tender Reference/ NIT No:**

**ANNEXURE I**

Summary of Details & Documents in support of QR

Bidders Name and Address:

To,

GM(C&M)

NTPC Limited, Central Procurement Group-I,

NTPC WR-II office, Sector-24, Tuta,

Naya Raipur, Chattisgarh - 492101 (India)

QR No.	QR Stipulation as in NIT	Meet (Yes/No)	Brief Description along with supporting documents
1.1	<b>Technical Criteria</b>		
	<b>1.1.1 Route-1</b> The bidder should be a Manufacturer / Supplier of Turbine Condenser for Power Plants and should have Supplied at least one (01) number Main Turbine Condenser for Unit Capacity of minimum 100 MW, which should have been in operation for at least one (1) year, prior to the date of techno-commercial bid opening.		
	<b>1.1.2 Route-2</b> Bidder should have manufactured and Supplied Cu- Nickel Tube for Main Turbine Condenser for Power Plants of Unit Capacity of minimum 100 MW, prior to the date of techno-commercial bid opening.		
	<b>AND</b> The bidder should have supplied 'Cu-Ni tubes/pipes' to any industry within preceding seven (07) years prior to the date of Techno-Commercial bid opening, in any of the following manner:		

	<p>A. One (1) order having executed value not less than <b>Rs. 1055 Lakh</b></p> <p style="text-align: center;"><b>OR</b></p> <p>B. Two (2) orders having executed value not less than <b>Rs. 660 Lakh each</b></p> <p style="text-align: center;"><b>OR</b></p> <p>C. Three (3) orders having executed value not less than <b>Rs. 528 Lakh each</b></p> <p><b>Notes for Technical Criteria:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. In case of orders under execution, the value of work executed prior to the date of Techno- Commercial bid opening duly certified by bidder's client shall be considered acceptable.</li> <li>3. 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.</li> <li>4. 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.</li> <li>5. In case of any executed value submitted by the bidder is in foreign currency, Bill Selling Exchange Rate established by State Bank of India as on the date of Techno-Commercial bid opening shall be used.</li> </ol>		
1.2	<b><u>Financial Criteria</u></b>	<b>Meet (Yes/No)</b>	<b>Brief Description along with supporting documents</b>
	<p><b>1.2.1</b> The Average Annual Turnover of the Bidder, should not be less than <b>Rs. 1319 Lakh (Rupees Thirteen Crores &amp; Nineteen Lakhs only)</b> during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.</p>		

<p><b>1.2.2</b> 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.</p> <p><b>1.2.3</b> In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.</p> <ul style="list-style-type: none"> <li>• Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.</li> <li>• 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.</li> </ul>		
<p><b>1.2.4</b> 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</p>	<p><b>Financial year</b></p>	<p><b>Turnover (Rs.)</b></p>
	<p>2019-20</p>	
	<p>2020-21</p>	
	<p>2021-22</p>	
	<p>2022-23</p>	
	<p>Average Annual</p>	

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.	Turnover for the preceding three (03) completed financial years.	
---	--	--

**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.

**The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.**

The order-1 details are given below:

Sl No	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR , E-way Bill installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.

The order-2 details are given below:

Sl No	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR , E-way Bill installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.

The order-3 details are given below:

Sl. No.	Item Description	Details
(i)	Name of the Station and its location	
(ii)	Client Name and Address e-mail, Mobile and Tel. No	
(iii)	Name and designation of the responsible person in Client's organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO (Basic value & taxes break up required)	
(vi)	Executed value of PO (Basic value & taxes break up required)	
	<i>In support of the above, we have attached Copies of relevant purchase orders along with proof of execution such as client certificate, corresponding invoice/ delivery challans, LR , E-way Bill installation/ performance report etc</i>	At Appendix no. ....to Annexure -IA.

## ANNEXURE IA

**Bidders are required to fill Annexure I properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).**

### Bidder's Qualifications

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

**Bidder to enclose supporting documents in support of meeting Qualifying Requirements in line with (NIT)**

**NAME OF BIDDER :**

**PAN NUMBER :**

**GST REGISTRATION NUMBER:**

### Details of Completed / Executed work :

S.No.	WO No / Date	Executed Amount	Date of Execution/ Completion	Document Submitted		
				Name of Customer / Company, Phone, Fax, Email id & Name of contact person	Work order Copy with BOQ Yes /No	Document in support of executed work Completion Certificate / Copy of Measurement book(R/A bills) / Proof of receipt of payment etc.
1.						
2.						
3.						

**Notes:**

**The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.**



**(LIST OF FINANCIAL DOCUMENTS)**

Bidder's Name & Address:

To,

NTPC Limited,

The following Documents are annexed to this attachment.

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

**ANNUAL TURNOVER FOR 03 FINANCIAL YEARS :**

<b>2022-2023:</b>	LAKHS (UDIN No.:	)
<b>2021-2022:</b>	LAKHS (UDIN No.:	)
<b>2020-2021:</b>	LAKHS (UDIN No.:	)
<b>2019-2020:</b>	LAKHS (UDIN No.:	)

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

Date : Signature.....

Place : Name of Authorised person having Power of attorney.....

Designation.....

CommonSeal.....

**Proforma of Certificate from the CEO/CFO of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available**

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref:

Date:

To

Dear Sir,

1.0 I, Mr./Ms. .... (\*CEO of the Company/\*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno- commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s .....  
(Name of the Bidder) for the ..... (Name of the package) under NIT reference No. .... Dated .....

Yours faithfully, Signature

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

**ANNEXURE II**

**Undertaking from Independent Statutory Auditor**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

To,

NTPC Ltd.

.....

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

Ref : IFB/Tender no. ....

Name of the Package/ Tender: .....

Dear Sir,

M/s. .... (hereinafter called Bidder) having  
.....Registered

office at ..... intend to participate in above referred tender of NTPC Ltd.

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

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

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

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

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

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

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

All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.

\*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_ (bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in tender/s.

Thanking you,

.....

**Annexure III**

**Undertaking from Third Party Inspection Agency**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the  
TPIA)

Ref.: \_\_\_\_\_ Date:

To,

NTPC Ltd.

.....

Dear Sir,

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

Ref: IFB/Tender no. ....

Name of the Package/ Tender: .....

M/s. .... (hereinafter called Bidder) having Registered office at

..... intend to participate in above referred tender of NTPC Ltd.

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

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

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

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

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

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

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

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

## VI. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

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

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

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.

**Bidders shall be required to upload the scanned copy of the BG on GeM 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 5 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.**

**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**

### CONFIRMATION OF BGS

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above

i	Bank Name	ICICI BANK LTD.
ii	Branch	CONNAUGHT PLACE BRANCH
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
iv	IFSC Code	ICIC0000007

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)

### **EMD Exemption for MSE Bidders**

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

For availing MSE benefits, bidder must confirm that some or all the items quoted by the bidder are manufactured by them. The bidders must specify the names of items in the technical bid. Further, the benefit of purchase preference will be available only for such item(s) quoted by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking as given at Annexure 14 & Annexure 14A of "Volume-I Section-IV Standard Formats & Check Lists etc.". In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the quoted item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder.

Bidders are required to submit the declaration / undertaking as given at Annexure IV/ Annexure IVA.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids which will be under evaluation stage on 1st January 2022 onwards.

The benefit as above to MSEs shall be available only for Goods/ Services produced & provided by MSEs. 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."



**ANNEXURE-IV**

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where **Item wise evaluation** is applicable

M/s NTPC Limited

Ref: Our Bid Reference Number: \_\_\_\_\_ Dated \_\_\_\_\_  
against Tender Invitation  
Number \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ Name of  
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 the quoted item(s)** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.*

*Or*

\* *We are **manufacturer of some the quoted item(s)** and understand that the benefits pertaining to EMD and Tender fee exemption shall be applicable for our bid as per provisions of Bidding Document. We also understand that Purchase Preference benefits as applicable to MSEs under PPP 2012 shall be applicable only for those quoted items of our bid for which we are a manufacturer and the remaining quoted items, for which we are not a manufacturer, shall not be eligible for the aforesaid Purchase Preference benefits as per provisions of Bidding documents.*

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,

(Authorized Signatory)

Name & address of the bidder \_\_\_\_\_

Date:

**\* Strike out which is not applicable**

**ANNEXURE 14 A**

**(To be submitted in case of bidder being a manufacturer of some the quoted item(s))**

The list of items quoted for which we are the manufacturer are as under and supporting documents are enclosed:

**LIST OF ITEMS:**

<b>SI No.</b>	<b>BOQ Item No. for which we are the manufacturer</b>	<b>Item Description</b>

Thanking you,

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

Note: May kindly enclose supporting documents

## VII. Integrity Pact

In order to ensure transparency, equity and competitiveness in public procurements the Central Vigilance Commission has recommended adoption and implementation of the Integrity Pact (IP) by Government organisations, Public Sector Enterprises etc.

Employer has in place an Integrity Pact details of which are displayed on its Tender website <http://www.ntpctender.com>. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer's tender website <http://www.ntpctender.com>.

Signed copy of the Integrity Pact is to be submitted along with the bid

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per **Annexure -D** to the Bidding Documents which has been pre-signed by the Employer, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid and where the Joint Venture(s) / Consortium are permitted to participate in the bid), the signing of Integrity Pact (IP) by all JV Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be submitted along with the bid. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall not be opened. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

The details of Independent External Monitor(s) (IEMs), appointed by NTPC, in terms of Integrity Pact (IP), are available at NTPC tender website (<https://ntpctender.ntpc.co.in/>). Any change or addition to the details of IEMs shall be updated at NTPC tender website.

PACKAGE FOR

“PROCUREMENT OF CONDENSER TUBES FOR STAGE-01 (NTPC Vindhyachal)”

BIDDING DOCUMENT NO. ....

INTEGRITY PACT

***(To be submitted duly signed on all pages alongwith the Bid)***

Between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")

and

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

and

..... (hereinafter referred to as "JV Partner/ Consortium Members")

(if applicable)

**Preamble**

The Employer invites the bids from all eligible bidders and intends to enter into Contract for **“PROCUREMENT OF CONDENSER TUBES FOR STAGE-01 (NTPC Vindhyachal)”** with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

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

## **Section 1 Commitments of the Employer**

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

## **Section 2 Commitments and Undertakings by the Bidder/Contractor**

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
  - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
  - b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
  - d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
  - e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

### **Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts**

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such

exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

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

**Section 5 Previous Transgressions**

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

**Section 6 Company Code of Conduct**

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

**Section 7 Independent External Monitors (IEM)**

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
6. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
8. If the IEMs have reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word " IEM" will include Singular or Plural.

## **Section 8 Pact Duration**

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract,



and for all other unsuccessful bidders 6 months after the Contract has been awarded.

**Section 9 Miscellaneous Provisions**

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

The Parties hereby sign this Integrity Pact at .....on this ..... day of.....20....

Employer	Bidder/ Contractor	Joint Venture Partner(s)/
member(s)		Consortium
		(As Applicable)

Witness	Witness	Witness
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____

### **VIII. COMPLIANT BID:**

No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration.

Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at **Annexure E** of the Tender:

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.

Bidders may note that in case the Bidder refuses to withdraw additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.

Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

**CERTIFICATE FOR COMPLIANCE  
TO  
ALL PROVISIONS OF BIDDING DOCUMENTS  
(Certificate of "NIL" Deviation)  
Towards COMPLIANT BID**

To,  
.....  
..... Power Station  
NTPC Limited,  
.....  
.....

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically nonresponsive.

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

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

**IX. Documents to be submitted along with the bid:**

1. EMD BG/ EMD Exemption Document
2. Declaration of Local content (**Annexure A**)
3. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS **along with Annexure I and IA.**
4. Undertaking from Independent Statutory Auditor/ Undertaking from Third Party Inspection Agency (**Annexure II/ III**)
5. Undertaking to be given by the MSE Bidder (**Annexure IV/ IVA**) (applicable for MSE Bidders only)
6. Integrity Pact To be submitted duly signed on all pages (**Annexure D**)
7. CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS (**Annexure E**)