



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3551434  
Dated/दिनांक : 22-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-07-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-07-2023 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	30
Item Category/मद केटेगरी	220 kV Capacitive Voltage Transformer (CVT) for NTPC Faridabad (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	Bidder Turnover, Certificate (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	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

### EMD Detail/ईएमडी विवरण

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

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	21

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

NTPC Limited  
NTPC Ltd , Western Region-II Head Quarter , Plot No. -87, Sector-24, Atal Nagar, Nava Raipur , Raipur , Chhattisgarh , PIN code: 492018 Phone: 0771-2515200  
(Ntpc Limited)

#### 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
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other

than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

## 220 KV Capacitive Voltage Transformer (CVT) For NTPC Faridabad ( 30 pieces )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1	<a href="#">View</a>
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### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PAWAN KUMAR	121004, Faridabad Gas Power Station Village- Mujedi, PO - Nimka 121004 Faridabad	30	180

### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	MLC Declaration <a href="#">View</a>	Bidders shall submit declaration on local content in enclosed format	220 KV Capacitive Voltage Transformer (CVT) For NTPC Faridabad(30)
2	BOQ <a href="#">View</a>	BOQ and other details	220 KV Capacitive Voltage Transformer (CVT) For NTPC Faridabad(30)
3	SQP <a href="#">View</a>	Standardized Quality Plan	220 KV Capacitive Voltage Transformer (CVT) For NTPC Faridabad(30)
4	MSE undertaking <a href="#">View</a>	MSE bidders shall submit undertaking in attached format	220 KV Capacitive Voltage Transformer (CVT) For NTPC Faridabad(30)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

### 1. Scope of Supply

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

### 2. Buyer Added Bid Specific ATC

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

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## “Procurement of 220 kV Capacitive Voltage Transformer (CVT) for NTPC Faridabad”

**Tender Ref : 9900260295**

**Bidding Document Ref No:-EOC/CPG-1/ 100220931**

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

## 2.0 BRIEF SCOPE OF WORK

The scope of the proposal is “**supply of 220 kV Capacitive Voltage Transformer (CVT) for NTPC Faridabad**” and shall be on the basis of single point responsibility completely covering the activities and services covered under the specifications and read in conjunction with “Scope of Supply” elaborated elsewhere.

### 3.0 QUALIFYING REQUIREMENTS FOR BIDDERS

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

stipulated hereunder :

1.1	<b><u>Technical Criteria</u></b>
1.1.1	The bidder should be a manufacturer of CVT of 220 kV class or above.
1.1.2	<p>The Bidder should have executed order(s) for supply of CVTs of 220 KV or above voltage class within preceding 07 (seven) years as on the date of Techno-commercial bid opening in any of the following manner</p> <p>One (1) order having executed value not less than Rs. 93 Lakh</p> <p style="text-align: center;"><b>OR</b></p> <p>Two (2) orders having executed value not less than Rs.58 Lakh each</p> <p style="text-align: center;"><b>OR</b></p> <p>Three (3) orders having executed value not less than Rs.46 Lakh each</p>

## Notes for 1.1 :

1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed / closed.
2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
3. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contract or is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.
4. For arriving at the executed value of work specified above, basic amount only shall be considered. In case of contract is inclusive of taxes, bidder should provide the break -up of basic value and taxes.

<b>1.2</b>	<b>Financial criteria :</b>
1.2.1	The Average Annual Turnover of the Bidder, should not be less than <b>Rs.116 Lakh (Rupees One Crore and Sixteen Lakh Only)</b> 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	<p>In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.</p> <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>
1.2.4	<p>In cases where audited results for the last preceding financial year as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>
<p><b>Notes for 1.2:</b></p> <ol style="list-style-type: none"> <li>1. Other income shall not be considered for arriving at annual turnover.</li> <li>2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.</li> <li>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.</li> </ol>	

## **Note :**

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- i) 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).
- ii) Techno Commercial Bid Opening date shall be first scheduled Techno Commercial Bid Opening Date.

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

**5.0** Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified

**6.0** Transfer of bidding documents purchased by one intending bidder to another is not permissible.

### **7.0 Address for communication :**

#### **Manager(C&M)-CPG1/ AGM(C&M)-CPG- 1**

NTPC Limited, Central Procurement Group-I,

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

Naya Raipur,

Chattisgarh - 492101 (India)

Email: skkumar01@ntpc.co.in/ [gbirganthia@ntpc.co.in](mailto:gbirganthia@ntpc.co.in)

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### **8.0 Registered Office**

NTPC Limited

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

Corporate Identification Number: L40101DL1975GOI007966.



<b>Special Purchase Conditions</b>		
1.	<b>TYPE OF BIDDING</b>	<b>Single Stage Two Envelope</b>
2.	<b>REVERSE AUCTION RULES</b>	NOT APPLICABLE
3.	<b>PRICE BASIS</b>	<b>FOR NTPC Faridabad</b> Bidders are requested to indicate the Price on "FOR NTPC Site" basis.
4.	<b>Tender Fee</b> <b>[NOT APPLICABLE]</b>	Not Applicable as per GeM portal

5.

**EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**  
**[APPLICABLE]**

### 5.1 FOR SUBMISSION OF EMD

The Bidder shall furnish, as a part of his Bid an **Earnest Money Deposit / Bid Security (in form BG or Insurance Surety Bond as per prescribed format) for the amount as specified in the GeM portal** in a sealed envelope, superscribed on the top as under :

Tender Number : .....  
Due Date of Bid Opening : .....(Date of Techno- Commercial Bid Opening)  
From .....(Name of the Bidder).”

EMD envelope shall be submitted to:

#### **AGM (C&M- Purchase)**

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

- i. **Scanned copy of EMD instrument to be submitted along with the online offer.** Earnest Money Deposit in a separate sealed envelope should reach our office within 5 days of techno-commercial bid opening.
- ii. BG shall be valid for a period of 45 days beyond the original bid validity period or beyond any extension in the period of bid validity subsequently requested.

**5.2** Bidders shall ensure that the EMD envelope reaches NTPC office latest by the deadline as mentioned in GeM GTC (i.e., within 5 days of techno- commercial bid opening)

**5.3** In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit 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, subject to para 5.4 below :

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 :

- a) The scanned copy of the BG.
- b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.
- c) An undertaking from the issuing Bank strictly as per format enclosed (“Annexure Bank Undertaking”)

**5.4** The bidder shall be required to submit all the documents in the manner as specified at para 5.3 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened. In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding 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.

**5.5** 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

**5.6** Benefits for MSEs as elaborated at para 5.5 above are applicable only for **(a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.**

6.	<b>CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANKER</b>	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 :	
		For Domestic BG	
		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		
		<p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.</p> <p>The format of the message for confirmation of the BG shall be as below :</p> <p><b>BG advising message: IFN 760COV/ IFN 767COV via SFMS</b>  <b>Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)"</b></p>	
7.	<b>VALIDITY OF OFFER</b>	180 days from the date of Bid opening	
8.	<b>TRANSFER OF BID DOCUMENTS</b>	Documents purchased/ downloaded by the Intending Bidders can not be transferred.	
9.	<b>DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS</b>	APPLICABLE	
		<p>Bidders are required to furnish the details of the past experience like authentic Work Orders / Purchase Orders / Letter of Awards / Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format of the bidding documents.</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>i. After issuance of IFB/ NIT, Employer may issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of</p>	

**COMPLIANCE ON  
QUALIFYING REQ  
UIREMENTS**

10.

meeting Technical QR to the extent mentioned in the communication.

In case the bidder who has been issued such communication from the Employer, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works / past experiences in support of meeting Technical QR while submitting their bid.

Such bidder shall be required to declare in Attachment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from the Employer and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.

However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).

ii. In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.

iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).

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

Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technica

I 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). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.

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

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certification Services (ICS)
- 4) TÜV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TÜV 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.**

**v. 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.**

**Notes :**

- i) If any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC **or Subsidiary / JV companies of NTPC** in the past then in respect of such Contract(s)/Works, Bidder shall not be required to enclose Client Certificate (s) along with its bid.
- ii) In case a bidder submits documents / credentials in the present tender which were 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.
- iii) 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.
- iv) The undertaking issued for previous tender (as per format) may be submitted by the bidders for similar future tenders.

<p>11.</p>	<p><b>ELIGIBILITY FOR PARTICIPATION IN TENDER :</b></p> <p><b>ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE</b></p>	<p><i>'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.'</i></p> <p>Only Class-I Local suppliers are eligible to Bid. Bids received (if any) from Class-II and Non Local Suppliers shall be outrightly rejected.</p> <p>The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60% and Class-II local supplier is minimum 20% and less than 60%</p> <p>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.</p>
<p>12.</p>	<p><b>JURISDICTION</b></p>	<p>Raipur</p>
<p>13.</p>	<p><b>PLACE OF ARBITRATION</b></p>	<p>New Delhi, India</p>

14.	<b>INSURANCE</b>	Transit Insurance shall be inclusive in Bidders "FOR Site" price.
15.	<b>FREIGHT</b>	Freight charges shall be inclusive in Bidders "FOR Site" price.
16.	<b>PACKING AND FORWARDING</b>	Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.
17.	<b>DELIVERY SCHEDULE/ COMPLETION SCHEDULE</b>	180 days from the date of issue of PO
18.	<b>Quantity Variation</b>	Not Applicable
19.	<b>PAYMENT TERMS</b>	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"

20.	<b>CONTRACT PERFORMANCE GUARANTEE (CPG)</b> <b>/ PERFORMANCE BANK GUARANTEE (PBG)</b>	<p>a. Within thirty (30) days of the receipt of Purchase Order/ Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/ Order(s) in form acceptable to the Employer.</p> <p>b. CPG/PBG may be submitted in the following form :  • An irrevocable Bank Guarantee as per the NTPC standard form at from any Nationalized bank/ Scheduled Bank as acceptable to NTPC as per list enclosed.</p> <p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and action will be taken as per ITB clause-16.</p> <p>d. The successful bidder shall be required to furnish the CPG/PBG for an amount equal to <b>10%</b> of total order value. CPG/PBG should be valid for a period of three months (3 months) beyond the expiry of warranty period.  The CPG should be submitted within 30 days of placement of award.</p> <p><i>The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (CPG Annexure) in the bidding documents.</i></p>
21.	<b>TAXES &amp; DUTIES</b>	Inclusive
22.	<b>WARRANTY/ GUARANTEE</b>	<p>18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.</p> <p>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>
23.	<b>Fitment/ Interchangeability</b>	<p>Supplied equipment should be interchangeable with the existing one at site.</p> <p>The Fitment/Interchangeability Terms and Conditions shall be applicable to the material supplied against the PO. No separate Fitment/Interchangeability Certificate is required to be submitted by the Supplier along with the material. The Fitment/Interchangeability terms and condition shall be binding on the supplier</p>
24.	<b>INSPECTION</b>	Pre-Dispatch Inspection
25.	<b>Quality Plan</b>	As enclosed



26.	<b>INTEGRITY PACT</b>	NOT APPLICABLE
27.	<b>Evaluation Criteria</b>	<ul style="list-style-type: none"> <li>· Lumpsum/Overall L1</li> <li>· Splitting of item quantity not applicable</li> </ul>
28.	<b>CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM</b>  <b>(NOT APPLICABLE)</b>	<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>
29.	<b>Safety</b>	<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 <a href="http://www.ntpctender.com">http://www.ntpctender.com</a>.</p>
30.	<b>LIQUIDATED DAMAGES</b>  <b>GST ON LIQUIDATED DAMAGES</b>	<p>Applicable</p> <p>GST extra as applicable shall also be levied on Liquidated Damages.</p>
31.	<b>SITE/ DELIVERY ADDRESS/ BILLING ADDRESS</b>	<b>As mentioned in BOQ</b>

32.	OTHER TERMS AND CONDITIONS	<p><b>NTPC policy and procedures for Debarment from Business Dealings &amp; 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 <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a>. The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.</b></p> <p>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.</p> <p><b>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 <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</b></p> <p>The Employer has in place a policy and procedures for Debarment from Business Dealings and same is displayed on its tender website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor.</p> <p>The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.</p> <p>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.</p>
33.	Bid to be addressed to	<p>GM (C&amp;M)-CPG-1/ AGM(C&amp;M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhattisgarh - 492018 Email:- <a href="mailto:usgupta01@ntpc.co.in">usgupta01@ntpc.co.in</a>/ <a href="mailto:gbirganthia@ntpc.co.in">gbirganthia@ntpc.co.in</a></p>

<b>34.</b>	<b>CONTACT PERSONS / ADDRESS</b>	Manager (C&M-CPG1) / AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhati sgarh-492018
	<b>E mail ID</b>	<a href="mailto:skkumar01@ntpc.co.in">skkumar01@ntpc.co.in</a> / <a href="mailto:gbirganthia@ntpc.co.in">gbirganthia@ntpc.co.in</a>

## 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 कार्यवाई

का आधार होगा।

**---Thank You/धन्यवाद---**