



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/3900506 Dated/दिनांक : 05-09-2023

### Bid Document/ बिड दस्तावेज़

Bid D	Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-09-2023 15:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-09-2023 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	1408	
ltem Category/मद केटेगरी	M5674026002N, M5674026003, M5674046001, M5674046002, M5674106002, M5674106003	
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	Νο	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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	
Primary product category	M5674046001	
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	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	13094
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	13598
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	44420
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	17224
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	3354
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	8310

### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No	
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(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 है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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

ISE 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 25% (selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	M5674026002n	320
Schedule 2	M5674026003	320
Schedule 3	M5674046001	288
Schedule 4	M5674046002	288
Schedule 5	M5674106002	96
Schedule 6	M5674106003	96

### M5674026002N

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar Kandpal	759147,Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147 ANGUL	320	120

### M5674026003

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar Kandpal	759147,Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147 ANGUL	320	120

### M5674046001

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File	
BOQ Detail Document	View File	

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar Kandpal			120

### M5674046002

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar759147,Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147 ANGUL2		288	120

### M5674106002

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar759147,Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147 ANGUL		96	120

### M5674106003

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Naresh Kumar Kandpal Randpal Randpal Randpal Randpal Randpal Randpal Randpal Randpal Randpal Randpal Randpal		96	120

# 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 <u>Click here to view the file</u>.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### "Bulk Procurement of Segregating Valve Spares (Slide Gate & Seat) fo r NTPC Talcher Kaniha"

Tender Ref : 9900264684

Bidding Document Ref No:-EOC/CPG-1/ 100221340

**1.0** NTPC Limited (NTPC) invites online bids on "**Single Stage Two En velope 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 "**Supply of Segregating Va Ive Spares (Slide Gate & Seat) for NTPC Talcher Kaniha**" and shall be on the basis of single point responsibility completely coveri ng the activities and services covered under the specifications and r ead in conjunction with "Scope of Supply" elaborated elsewhere.

- **3.0** 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 a rising out of such action.
- **4.0** Issuance of bid documents to any Bidder shall not construe that suc h bidder is considered to be qualified
- **5.0** Transfer of bidding documents purchased by one intending bidder to another is not permissible.
- 6.0 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

# 7.0 Registered Office

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

Corporate Identification Number: L40101DL1975GOI007966.

Website: www.ntpc.co.in

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

#### **5.1 FOR SUBMISSION OF EMD**

The Bidder shall furnish, as a part of his Bid an **Earnes** t Money Deposit / Bid Security (in form BG or ins urance surety bond as per prescribed format) for the amount <u>as specified in the GeM portal</u> in a se aled 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 Chhatisgarh-492018

i.Scanned copy of EMD instrument to be submitte d along with the online offer. Earnest Money Depo sit in a separate sealed envelope should reach our offi ce 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 extensio n in the period of bid validity subsequently requested.

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

5.	(EMD) / BID SECURITY [APPLICABLE]	<b>5.3</b> 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 officia I e-mail id to concerned C&M department with a co py to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids :
		<ul> <li>a) The scanned copy of the BG.</li> <li>b) SFMS / SWIFT message acknowledgement copy sent t o NTPC / Employer's banker stating the date of sending.</li> </ul>
		c) An undertaking from the issuing Bank strictly as per format enclosed ("Annexure Bank Undertaking")
		<b>5.4</b> The bidder shall be required to submit all the do cuments in the manner as specified at para 5.3 abov e, to reach NTPC/Employer before the deadline for subm ission 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 Or iginal BG in physical form to reach NTPC at the addres s mentioned in Bidding Documents, not later than 10 da ys from the date of submission of Techno-Commercial bi ds or before the Price Bid opening, whichever is earlier, f ailing which its bid shall be rejected and not considered for further evaluation.
		<b>5.5</b> Micro and Small Enterprises (MSEs) shall be exem pted from payment of EMD. MSEs seeking exemption s hould upload/enclose a copy of Udyam Registration Ce rtificate 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 n ot be applicable to Trader/Dealer of Goods.

		he Bidde essage t m within tside Ind	r's/ Vendor's Bank s nrough secure SFMS India) or SWIFT (in (	tending the physical BGs, t hall also send electronic m (in case of BGs issued fro case of BGs issued from ou neficiary Bank whose detai :
		For D	omestic BG	
		i)	Bank Name	ICICI Bank Limited
		ii)	Branch	Connaught Place Branc h
6.	CONFIRMATION OF ALL B ANK GUARANTEES THROUGH STRUCTURED F INANCIAL MESSAGING SY STEM (SFMS) MODE BY	iii)	Bank Address	9A, Phelps Building, Inn er Circle, New Delhi - 1 10001
	BIDDER'S/ VENDOR'S BAN KER	iv)	IFSC Code	ICIC000007
		n the for nancial M The form shall be a BG advis via SFM Field Nu ow 1)	m of message forma lessaging System) a at of the message fo as below : sing message: IFN S	or confirmation of the BG I 760COV/ IFN 767COV (to be mentioned in R
7.	VALIDITY OF OFFER	120 day	s from the date of Bi	d opening
8.	TRANSFER OF BID DOCUME NTS		nts purchased/ down nnot be transferred.	nloaded by the Intending Bi
9.	<del>DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYI NG REQUIREMENTS</del>	APPLICA	BLE	
		xperienc / Letter c ates, con he Qualit s to be m - Bidders v hase Ord required all be adv - NOTE : - 1. NTPC,	e like authentic Wor f Awards / Contract ppletion certificate, - ying Requirements ade as per format o vishing to provide a ers/Letter of Awards to declare the same ditionally attached a	rify the performance of the

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-	i. After issuance of IFB/ NIT, Employer may is sue a communication separately to prospect ive bidders, who have been considered quali fied meeting similar Technical QR in another tender in the past, stating that while submitt ing their bid, they are not required to submit the details/ documents pertaining to referen ce plants/ works/ past experiences in suppor t of meeting Technical QR to the extent men tioned in the communication.
- - - <del>COMPLIANCE ON QUA LIFYING REQUIREMEN TS</del>	In case the bidder who has been issued such communication from the Employer, intends t o seek qualification under the same clause/ route (along with the same Associate/ Collab orator/ JV partner/ Consortium partner, if ap plicable) as mentioned in such communicati on, then such bidder shall not be required to submit details/ documents pertaining to refe rence plants / works / past experiences in su pport of meeting Technical QR while submitt ing their bid.
	<ul> <li>Such bidder shall be required to declare in A ttachment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from the Employ er and are not required to submit details/ do cuments pertaining to reference plants/ wor ks/ past experiences for meeting Technical QR.</li> <li>However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Underta kings/ Joint Venture Agreements/ Technolog y Transfer Agreements etc. (as applicable).</li> </ul>
	ii. In case such bidder, who has been issued above communication from Employer, wishe s to seek qualification under a different clau se/ 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 pert aining to reference plants/ works along with supporting documents as sought in the biddi ng documents. In such a case, communicati on issued by the Employer as mentioned ab ove shall not be considered applicable.
	- iii. All other bidders, who are required to sub mit the details of the past experiences, shall submit all the documents, in support of Tech nical Qualification Requirements (such as co py of Purchase Orders/ Work Orders/ Contrac

t Agreements/ Client Certificates etc.), duly certified and verified for authenticity from In dependent Statutory Auditor of their Compa ny or specified Third-Party Inspection Agenc y (TPIA). - Further, wherever information can be drawn from books of accounts, records and other r elevant documents, Bidders can also submit a certificate issued by their Independent Sta tutory Auditor certifying the data required fo
r meeting the Technical Qualification Requir ements. - Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in suppo rt of meeting Technical QR along with a certi ficate regarding verification of authenticity o
f documents as per the format placed at Ap pendix I (Undertaking from Statutory Audito r) and/ or Appendix II (Undertaking from TPI A). All the documents submitted by the bidd er in support of meeting Technical QR shall- be digitally signed by the Statutory Auditor a nd/ or specified TPIA.
iv. In case documents are certified & verified for authenticity through TPIA, the verificatio n and certification of authenticity of docume nts is acceptable from any of the following T PIAs: - 1)Société Générale de Surveillance / SGS In
<ul> <li>a) Societe Generate de Surveinance / SGS in dia Pvt. Ltd. (SGS)</li> <li>b) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)</li> <li>b) International Certification Services (ICS)</li> <li>c) TUV Rheinland (India) Pvt. Ltd.</li> <li>c) TUV SÜD South Asia Pvt. Ltd.</li> <li>c) TUV India Pvt. Ltd. (TÜV Nord Group)</li> <li>c) Intertek India Pvt. Ltd.</li> <li>e) Moody International (India) Pvt. Ltd.</li> <li>g) RINA India Pvt. Ltd.</li> <li>a) Competent Inspectorate and Consultant s LLP</li> </ul>
The following website may be referred for co ntact details of above ten (10) TPIAs: <u>http://nabcb.qci.org.in/accreditation/reg_bod</u> <u>_inspection_bodies.php</u>
- Any document pertaining to reference works/ plants in support of Technical Q R, which is not certified by specified TP IA or Statutory Auditor of the bidder as per the format enclosed with the biddin

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	<del>g documents, shall not be considered v</del> <del>erified/ certified for the purpose of eval</del> <del>uation, and the bid shall be liable for re</del> <del>jection.</del> -
	v. The Bidder shall be responsible to ge t their documents/ credentials in support rt of Qualifying Requirements verified & certified by their Statutory Auditor(s ) and/ or specified TPIAs. All the costs p ertaining to third party verification and certification (including those by statutory auditors) shall be borne by th e Bidder. Employer shall have no liability (financial or otherwise) toward s the same and shall not be liable for a ny claim/ dispute between the bidder a nd TPIA and/ or Statutory Auditor.
Notes :	

i) If any of the reference work pertains to the Contract(s)/Works execu
ted by Bidder for NTPC or Subsidiary / JV companies of NTPC in th
e past then in respect of such Contract(s)/Works, Bidder shall not be r
equired to enclose Client Certificate (s) along with its bid.
ii) In case a bidder submits documents / credentials in the present ten
der which were duly cortified verified by Independent Statutory Audit

- der which were duly certified/ verified by Independent Statutory Audit or or specified TPIA for an earlier tender of NTPC including its JV/Subsi diary, the same shall be considered for the purpose of evaluation.
- iii) It is clarified that where appointment of Statutory Auditor is not ma ndatory 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.

		'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 D PIIT. The bidders may apprise themselves of the releva nt provisions of bidding documents in this regard befor e submission of their bids." Only Class-I Local suppliers are eligible to Bi d. Bids received (if any) from Class-II local s
	ELIGIBILITY FOR PARTICIP ATION IN TENDER :	uppliers and Non Local Suppliers shall be ou t rightly rejected.
11.	ONLY CLASS-I LOCAL SU PPLIERS ARE ELIGIBLE	The local content requirement to categorize a Bidder/S upplier as 'Class-I local supplier' is minimum 60%. Note: (1) The Contractor shall not be allowed to sub- contract works to any sub-contractor/ sub-vendor from a countr y 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, Mini stry of Finance, Department of Expenditure, Public Proc urement Division. However, the said requirement of registration will not a pply to sub-contractors from those countries (even if sh aring a land border with India) to which the Governmen t of India has extended lines of credit or in which the G overnment 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 Ministr y of External Affairs.
12.	JURISDICTION	Raipur
13.	PLACE OF ARBIT RATION	New Delhi, India
14.	INSURANCE	Transit Insurance shall be inclusive in Bidders "F OR Site" price.
15.	FREIGHT	Freight charges shall be inclusive in Bidders "FOR Site" price.

16.	PACKING AND F ORWARDING	
		Packing & Forwarding shall be inclusive in Bidder 's "FOR Site" price.
17.	DELIVERY SCHEDULE/ COM PLETION SCHEDULE	120 days from the date of issue of PO
18.		
10.	Documents to be submitte d during supply	Material Test Certificate
19.	Quantity Variation	Not Applicable
20.	PAYMENT TERMS	As per GeM standard payment terms i.e., "100% payme nt will be released within ten (10) days of issue of consi gnee receipt-cum-acceptance certificate (CRAC) and on -line submission of bills"
21.	CONTRACT PERFORMANCE GUARANTEE (CPG ) / PERFORMANCE BANK GU ARANTEE (PBG)	NOT APPLICABLE
22.	TAXES & DUTIES	Inclusive
23.	WARRANTY/ GUARANTEE	18 months from the date of supply or 12 months from the date of commissioning/use 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

24.	Fitment/ Interchangeability	Fitment/Interchangeability condition shall be applicable to the material supplied against t he PO. No separate Fitment/Interchangeability Certificate is req uired to be submitted by the Supplier along with the ma terial. The Fitment/Interchangeability terms and conditi on shall be binding on the supplier
25.	INSPECTION	Pre-Dispatch Inspection
26.	Quality Plan	<mark>As enclosed</mark>
27.	INTEGRITY PACT	NOT APPLICABLE
28.	Evaluation Criteria	<ul> <li>Itemwise evaluation</li> <li>Splitting of line item quantity is applicable</li> </ul>
29.	CONTRACTOR'S LABOUR IN FORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)	Contractor'sLabour InformationManagementSystem (CLIMS):(a)The Contractor has to necessarily get itself registere d in the Contractor's Labor Information Management Sy stem (CLIMS), which will be installed by the Employer.(b)The entry and exit of all contract labor to the plant pr emises will be through Gate Access Control System of above 'Contractor's Labor Information n Management System'.(c)It will be the responsibility of the Contractor to ensur e timely exit of all labors from the plant premises after completion of job of that day.(d)The contractor has to abide with all the statutory co mpliance applicable to its workers and employees and update the details of the same in the above System.

30.	Safety	The Contractor, including his sub-contractors, w hile executing the Works, will strictly comply with the statutory requirements (including ame ndments thereof), as applicable, in respect of s afety of his employees, equipment and material s. The contractor will also comply with the provi sions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website <u>http://www.ntpctender.com.</u>
31.		A ser l'asch la
	LIQUIDATED DAMAGES GST ON LIQUIDATED DAMA GES	Applicable GST extra as applicable shall also be levied on Liquidat ed Damages.
32.	SITE/ DELIVERY ADDRESS/ BILLING ADDRESS	Talcher Super Thermal Power P.O. DEEPSHIKHA ANGUL Odisha 759147
33.		NTPC policy and procedures for Debarm ent from Business Dealings & Fraud Pre vention Policy with its amendments fro m time to time are integral part of this tender document. Bidders are requeste d to go through these policies available on our website <u>https://ntpctender.ntpc.</u> <u>co.in</u> . The bids submitted against this t ender construe that bidders are in agr eement and accept all the clauses of t hese policies.
		Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.
	OTHER TERMS AND CONDITIONS	The Bidder along with its associate/coll aborators/sub-contractors/ sub vendors /consultants/service providers shall stri ctly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its te nder website <u>https://ntpctender.ntpc.c</u> <u>o.in</u> and shall immediately apprise Emp loyer about any fraud or suspected frau d as soon as it comes to their notice.

		The Employer has in place a policy and proc edures for Debarment from Business Dealin gs and same is displayed on its tender webs ite <u>https://ntpctender.ntpc.co.in</u> . Busines s dealings may be withheld or banned with t he Bidder/Contractor on account of any defa ult by the contractor. The bids submitted by the banned/blackliste d agencies by NTPC in past shall be outrightl y rejected. The Employer reserves the right to accept or reject any Bid, and to annul the bidding pro cess and reject all Bids at any time prior to Contract award, without there by incurring a ny liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Emp loyer's action.
34.	Bid to be addressed to	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, Raip ur Chhattisgarh - 49 2018 Email:- <u>dppradhan@ntpc.co.in/</u> gbirganthia@ntpc.co.in
35.	CONTACT PERSONS / AD DRESS	Manager (C&M-CPG1) / AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raip ur Chhatisgarh-49 2018
	E mail ID	<u>skkumar01@ntpc.co.in</u> / gbirganthia@ntpc.co.in

# 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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---