



Bid Document/ बिड दस्तावेज़

Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-11-2023 16:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-11-2023 16:30:00	
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	1200	
ltem Category/मद केटेगरी	RAIL, IS3443, 64.2KG/M, CRANE RAIL (Q3)	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), 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	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

	Advisory Bank/एडवाईजरी बैंक	ICICI	
EMD Amount/ईएमडी राशि		100000	

ePBG Detail/ईपीबीजी विवरण

		- 8
Required/भावश्यकता	No	
Required/sideadon	110	

(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). 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 LTD

NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 (Ntpc Ltd)

Splitting/विभाजन

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

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 100%(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.

RAIL, IS3443, 64.2KG/M, CRANE RAIL (1200 meter)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़

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	JITENDRA KUMAR	A KUMAR 495450,NTPC Korba, Jamnipali, District Korba, Chattisgarh		180

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

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

CONTRACT & MATERIAL DEPARTMENT

NOTICE INVITING TENDER (NIT)

FOR

PROCUREMENT OF STACKER RAIL (1200M) FOR STACKER #1 COMPLETE RAIL REPLACEMENT IN CHP AT NTPC KORB A

(Domestic Competitive Bidding)

NIT No: 9900266433

BIDDING DOCUMENT NO: M-CPG1-1685

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

The scope under this contract includes:

Supply of Rail

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

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

3.

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

Source of IFB/NIT	Central Procurement Group-1, Rai
	pur

Form of Contract/Tender Catego ry	SUPPLY
Integrity Pact	Not Applicable
EMD	<mark>INR 1,00,000/- (Rupees One L</mark> akh only)

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

4. Qualifying Requirements for Bidders:

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

4.1 **Technical Criteria:**

- 4.1.1 The bidder should have Supplied Rail CR-80/CR-100 as per IS 3443 within preceding s even (07) years prior to the date of Techno-Commercial bid opening, in any of the follow ing manner:
 - A. One (1) order having executed value not less than Rs. 62 Lakhs.

OR

B. Two (2) orders having executed value not less than Rs. 39 Lakhs each

OR

C. Three (3) orders having executed value not less than Rs. 31 Lakhs each

Notes for Technical Criteria:

- The word "Executed" mentioned above means that the bidder should have achiev ed the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
- 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 considere d acceptable.
- For arriving at the executed value of work specified above, basic amount only shal I be considered. In case contract is inclusive of taxes, bidder should provide the br eak-up of basic value and taxes.

4.2 Financial Criteria:

4.2.1 The Average Annual Turnover of the Bidder, should not be less than Rs. 78 Lakhs (Rup ees seventy-eight lakhs only) during the preceding three (3) completed financial year s as on the date of Techno-Commercial bid opening.

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

nts at Cl. 4.2.1 above, provided that the Net Worth of such Holding Company as on the la st day of the preceding financial year is at least equal to or more than the paid-up share c apital 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, pledgi ng unconditional and irrevocable financial support for the execution of the Contract by th e bidder in case of award.

4.2.3 In case the bidder is not able to furnish its audited financial statements on stand-alone e ntity basis, the unaudited unconsolidated financial statements of the bidder can be consid ered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification. Copies of the unaudited unconsolidated financial statements o f the bidder along with copies of the Audited consolidated financial statements of its Holding Company. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements at atements for many.

4.2.4 In cases where audited results for the last preceding financial year as on the date of Tech no-Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial y ear 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 Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Notes for 4.2:

- 1. Other income shall not be considered for arriving at annual turnover.
- "Holding Company" and "Subsidiary Company" shall have the meaning ascr ibed 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. F ree reserve means all reserves credited out of the profits and share premium acco unt but does not include reserves credited out of the revaluation of the assets, wri te 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.

Notes-

- a. 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.
- b. Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified.
- 5. Notwithstanding anything stated above, the Employer reserves the right to assess the ca pabilities and capacity of the Bidder/ his collaborators /associates/ subsidiaries / group co mpanies to perform the contract, should the circumstances warrant such assessment in t he overall interest of the Employer. The physical assessment shall include but not be limit ed to the assessment of office/facilities/banker's/reference workers by Employer. A negati ve determination of such assessment of capacity and capabilities may result in rejection of the bid.
- 6. UDIN: It is mandatory to mention UDIN (Unique Document Identification Numbe

r) by the bidders while submitting audited financial statements, other CA certifi cates etc. w.e.f. date as mentioned in ICAI gazette notification dt. 02.08.2019

Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Acc ount (wherever applicable) undertaken/ signed by a Member of Institute of Char tered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Nu mber (UDIN) generated in line with the Gazette Notification of Council of Institu te of Chartered Accountant of India (ICAI).

- 7. This is a NO DEVIATION TENDER, which means- no deviation, whatsoever, is permitted by the employer to any provisions of bidding documents.
- 8. Any 'Bidder from a country which shares a land border with India', as specified in the Bid ding Documents, will be eligible to bid in this tender only if bidder is registered with the C ompetent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, wi II be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders from those countri es (even if sharing a land border with India) to which the Government of India has extend ed lines of credit or in which the Government of India is engaged in development projects

- 9. Issuance of bid documents to any Bidder shall not construe that such bidder is qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.
- 10. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending b idder shall have any claim arising out of such action. Further, NTPC reserves right to ame nd any bid/tender conditions through appropriate CORRIGENDA published in the portal at any time. NTPC also reserves the right to extend/change the bidding schedule through pu blishing necessary corrigenda in the portal if the situation demand so at any time. The cor rigendum as decided by NTPC and deemed fit would be published in the portal as per pro visions therein. This prevails over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have been taken into a ccount by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments/Corrigenda, if any
- 11. Transfer of Bidding Documents downloaded by one intending Bidder to another is not per missible.
- Address for Communication DGM/GM (Contracts & Materials) NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Tel. No.: 0771-2515362/0771-2515469 Email: <u>sunnyagarwal@ntpc.co.in /</u>dppradhan@ntpc.co.in

13. **Registered Office**:

NTPC Limited NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi – 110003 Corporate Identification Number: L40101DL1975GOI007966. Website: <u>www.ntpc.co.in</u>

SPECIAL PURCHASE CONDITIONS (SPC)		
1.0	TYPE OF BIDDING	SINGLE STAGE TWO ENVELOPE
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	TENDER FEE	NIL
4.0	EARNEST MONEY D	INR 1,00,000/- (Rupees One Lakh o nly)
	EPOSIT (EMD)/ BID SECURITY	The Bid Security shall, at the Bidder's o ption, be in the form of a bank guarante e from any of the banks specified in the tender documents or an Insurance Sure ty Bond from an Insurer as per guidelin es issued by Insurance Regulatory and Development Authority of India (IRDAI).
		The format of the Bank Guarantee shall be in accordance with the for m of Bank Guarantee towards Bid S ecurity/EMD/Performance security/ *Security for the Deed of Joint Und ertaking (if applicable)/*Advance p ayment (if applicable) included in t he Employer's Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also b e in accordance with the form of In surance Surety Bond towards Bid s ecurity/Performance Security/ *Sec urity for the Deed of Joint Undertak ing (if applicable) included in the E mployer's Bidding Documents only.
		Any bid not accompanied by an acc eptable bid security in a separate s ealed envelope shall be rejected by the Employer as being non-respons ive.
		A) Earnest Money Deposit / Bid Security for the amount as specified in the GeM portal in a sealed envelope, super scrib ed on the top as under:

Tender Number _____

Tender Subject

Due Date of Bid Opening _____ (Date of Techno-Commercial Bid O pening)

_ (

From _____ Name of the Bidder).

EMD envelope shall be submitted to:

Sunny Agarwal

Deputy General Manager(C&M),

USSC, CPG-1, NTPC Limited, Weste rn Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Rai pur, Raipur Chhatisgarh-492018

The BG should be on Non-Judicial st amp paper/e-stamp paper of appro priate value as per Stamp Act prev ailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichev er is higher. The Stamp Paper/e-St amp paper shall be purchased in th e name of Bidder/Bank issuing the guarantee.

While getting the Bank Guarantee i ssued, Bidders are required to ens ure compliance to the points menti oned in Bank Guarantee Verificatio n Check List in the bidding docume nts failing which the EMD Bank Gua rantee shall be rejected. Bidders ar e required to fill up this Check List and enclose the same along with th e Bank Guarantee.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyo nd the original Bid validity period or be yond any extension in the period of Bid validity subsequently requested.

The bidders are requested to send the r equired documents (EMD), in case sub mitted by way of BG in Original in seale d envelope well in advance so as to be r eceived by the respective officer (latest within 5 days of bid opening as mention ed in Gem GTC), failing which bid is liab le for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EM D in postal transit.

Micro and Small Enterprises (MSEs) sha Il be exempted from payment of EMD. MSEs seeking exemption should upload/enclose a copy of Udyam Regist ration Certificate as a part of their bid f ailing which they run the risk of their bi d being passed over as ineligible for the benefits applicable to MSE's.
As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2 012-MA dated 24.10.2016 "Policy is me ant for procurement of goods produced and services rendered by MSEs." Howe ver, traders are excluded from the purvi ew of benefits and exemption of MSEs.
Sealed envelope containing EMD and a ny offline documents sought in tender, must be marked and details like NIT/ Te nder No, Scope of Work, Bid Opening D ue Date etc. mentioned on the envelop e.
Exemption shall also be applicable to bidders as per GEM GTC clause f or EMD exemption.

5.0	BENEFITS TO MSE BIDDERS	MSE Bidders who are manufacturer of Primary Product Category and have a valid Udyam Registration Certificate will be eligible for MSE benefits.
		Also, bidder must submit latest Annua I Report or NSIC / SSI / BIS License / IS O Certificate / Any Other Statutory Do cument as a proof of being a manufac turer.
		In support of above claim regarding m anufacturing of the specified Item(s), Bidder will furnish necessary details o f Stores/ Category of items etc. as me ntioned in the MSE registration certifi cate along with the Undertaking as gi ven at Annexure-A (in Formats).
		In case, such details are not available in th e 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.
		In case of an upward change in terms of in vestment in plant and machinery or equip ment or turnover or both, and consequent re-classification, an enterprise shall contin ue to avail of all non-tax benefits of the cat egory (micro or small or medium) it was in before the re-classification, for a period of t hree years from the date of such upward c hange.
		Bidders are required to submit the de claration / undertaking as given at An nexure A in Formats.
		Except Udyam Registration Certificate no o ther registration documents will be consid ered for MSEs exemption & benefits for bid s which will be under evaluation stage on 1 st January 2022 onwards.
		The benefit as above to MSEs shall be avail able only for Goods/ Services produced & p rovided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. N o. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produc ed and services rendered by MSEs. Howev er, traders are excluded from the purview of benefits and exemption of MSEs."
		NOTE: BIDDERS TO SUBMIT LATEST ANNUAL REPORT OR NSIC / SSI / BI S LICENSE / ISO CERTIFICATE / ANY OTHER STATUTORY DOCUMENT AS A PROOF OF BEING A MANUFACTUR ER OF PRIMARY PRODUCT CATEGO RY.

6.0	INFORMATION REG ARDING EMD BG S UBMISSION	In case of Bidders opting for Bank Guar antee as Bid Security but unable to sen d the Original Bank Guarantee in physic al form at the tender opening location b efore the deadline for submission of bid s, following shall also be considered acc eptable:
		(i)The issuing bank shall intimat e through their own official e-m ail id to concerned C&M depart ment with a copy to Bidder rega rding issuance / extension of Ba nk Guarantee (BG) along with fo llowing documents, before the d eadline of submission of bids:
		(a)The scanned copy of the BG.
		(b)SFMS/SWIFT message ackno wledgement copy sent to NTPC banker stating the date of sendi ng.
		(c)An undertaking through offici al e-mail id of bank as per forma t enclosed at Annexure-B. (avail able in formats) SFMS message must be sent to the Employer's bank.
		Details are mentioned at Clause 6. 0 below. SFMS confirmation shall b e obtained by concerned NTPC exe cutive from Employer's bank with r egard to issuance of Bank Guarant ee before award.
		(ii) Bidders shall be required to upload t he scanned copy of the BG on e-tenderi ng portal. Bidder shall also be required t o submit the Original BG in physical for m to reach NTPC at the address mentio ned in Bidding Documents, not later tha n 10 days from the date of submission of Techno-Commercial bids or before th e Price Bid opening, whichever is earlie r, failing which its bid shall be rejected and not considered for further evaluatio n.

7.0	CONFIRMATION OF ALL BANK GUARAN TEES THROUGH ST RUCTURED FINANC IAL MESSAGING SY	While issuing/ amending/ extending the physical BGs, the Bidder's/ Vendor's Ba nk shall also send electronic message t hrough secure SFMS (in case of BGs iss ued from within India) or SWIFT (in case of BGs issued from outside India) to Em ployer's Beneficiary Bank whose details are provided herein below:			
	STEM (SFMS) MOD	For Domestic BG			
	E BY BIDDER'S/ VE NDOR'S BANK	i)	B a n k Na me	ICICI bank Ltd	
		ii)	Branch	Connaught Pla ce, New Delhi	
		iii)	Branch A ddress	9A, PHELPS BU ILDING, INNER CIRCLE, NEW DELHI-	
				110001	
		iii)	IFSC Cod e	ICIC0000007	
		The format of the message for nfirmation of the BG shall be as elow:		-	
		i)	BG advisi ng messa ge:	IFN 760COV / I FN 767COV	
		ii)	Field Nu mber	Particulars (to be mentioned i n Row 1)	
		iii)	7037	NTPCBG (uniq ue identifier)	
		Bidders/ Vendors are advised to ensure that their Bankers send t he secure SFMS.			
8.0	PRICE BASIS	FOR NTPC Station as mentioned in Technical Specification and BOQ Bidders are requested to indicate the Price on "FOR NTPC Site" basis.			
9.0	PERIOD OF VALIDI TY OF BIDS	120 days from the date of Bid open ing			

		r applicable) undertaken/ signed by a Member of Institute of Char tered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Req uirements (QR), will carry Uniqu e Document Identification Numb er (UDIN) generated in line with the Gazette Notification of Coun cil of Institute of Chartered Acco untant of India (ICAI)."	
		The Bidder's attention is also drawn t o the fact that only the reference Wor ks/ Orders whose details have been d eclared in relevant Attachment in thei r Bid, shall be considered to ascertain the bidder's compliance to the specifi ed Qualifying Requirements (QR).	
12.0	COMPLIANCE ON Q UALIFYING REQUIR EMENTS	APPLICABLE	
		 i. All bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPI A). Further, wherever information can be drawn from books of accounts, records a 	
		nd other relevant documents, Bidders c an also submit a certificate issued by th eir Independent Statutory Auditor certif ying the data required for meeting the Technical Qualification Requirements.	
		Such bidder shall be required to submit duly certified and verified documents fr om their Statutory Auditors or specified TPIA in support of meeting Technical Q R along with a certificate regarding veri fication of authenticity of documents as per the format placed at Appendix I: Undertaking from Statutory Audito r and/ or Appendix II : Undertaking from TPIA (<i>Available in Formats under</i> <i>Buyer uploaded ATC Document</i>). All the documents submitted by the-bidder in s upport of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.	
		ii. In case documents are certified & ver ified for authenticity through TPIA, the v erification and certification of authentici	

ty of documents is acceptable from any of the following TPIAs:

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

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

3) International Certification Services (I CS)

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 Consul tants LLP

The following website may be referred f or contact details of above ten (10) TPI As:

http://nabcb.qci.org.in/accreditation/reg _bod_inspection_bodies.php

Any document pertaining to reference works/ plants in support of Technical Q R, which is not certified by specified TPI A or Statutory Auditor of the bidder as per the format enclosed with the biddin g documents, shall not be considered v erified/ certified for the purpose of eval uation, and the bid shall be liable for rej ection.

iii. The Bidder shall be responsible to ge t their documents/ credentials in suppor t of Qualifying Requirements verified & certified by their Statutory Auditor(s) an d/ or specified TPIAs. All the costs pertai ning to third party verification and certi fication (including those by statutory au ditors) shall be borne by the Bidder. Em ployer shall have no liability (financial o r otherwise) towards the same and shall not be liable for any claim/ dispute betw een the bidder and TPIA and/ or Statuto ry Auditor.

Note:

1) In case a bidder submits documents / credentials in pr

esent tender duly certified/ verified by Independent Stat utory Auditor or specified TPIA for an earlier tender of NTPC including its JV /Subsidiary, the s ame shall be considered for the pu rpose of evaluation. In such case t he undertaking submitted for previ ous tender (as per format) may be submitted by the bidders for evaluation against the said ten der.
2) It is clarified that where appoint ment of Statutory Auditor is not m andatory as per statute under whic h bidder has been incorporated, th e option of certification from spe cified TPIA shall only be considered for such bidder.

13.0	ELIGIBILITY FOR P ARTICIPATION IN T ENDER	ONLY CLASS-I LOCAL SUPPLIERS A RE ELIGIBLE. Bids received (if any) from Class-II and Non-Local Supplie r shall be out rightly rejected.
		'Class-I local suppliers' only are eli gible to participate in this tender, as defined in the bidding documen ts/Public Procurement (Preference to Make in India), Order 2017 and i ts subsequent amendments/ revisions issued by DPIIT. The bidd ers may apprise themselves of the relevant provisions of bidding docu ments in this regard before submis sion of their bids."
		The local content requirement to c ategorize a Bidder/Supplier as 'Clas s-I local supplier' is minimum 50%
		BIDDER TO SUBMIT DECLARATION REGARDING LOCAL CONTENT AS PE R ANNEXURE-C IN TENDER FORMAT S.
		Note:
		(1) The Contractor shall not be allowed t o sub-contract works to any sub- contractor/ sub-vendor from a country which shares a land border with India u nless such sub-contractor is registered with the competent Authority.
		The Competent Authority for the purpos e of registration shall be as mentioned i n the No. F. 7/10/2021-PPD(1), dt:23.02. 2023, Ministry of Finance, Department of Expenditure, Public Procurement Divi sion, Government of India.
		However, the said requirement of regist ration will not apply to sub-contractors f rom those countries (even if sharing a l and border with India) to which the Gov ernment of India has extended lines of credit or in which the Government of In dia is engaged in development projects . The Contractor may apprise itself of th e updated lists of such countries availa ble in the website of the Ministry of Ext ernal Affairs.
		Procurement of raw material, compone nts, etc. does not constitute sub- contra cting.

14.0	EVALUATION CRITE RIA	1. ITEMWISE	
		2. SPLITTING: NOT APPLICABLE 3. PURCHASE PREFERENCE TO MSE	
		BIDDER-APPLICABLE	
		4. PURCHASE PREFERENCE TO LOCAL SUPPLIER- NOT APPLICABLE	
15.0	INTEGRITY PACT	Integrity Pact guidelines provided on Ge M Portal.	
16.0	JURISDICTION	Courts of Raipur	
17.0	PLACE OF ARBITRA TION	New Delhi, India	
18.0	INSURANCE	Transit Insurance shall be inclusive in Bidders "FOR Site" price.	
19.0	FREIGHT	Freight charges shall be inclusive i n Bidders "FOR Site" price.	
20.0	PACKING AND FOR WARDING	Packing & Forwarding shall be incl usive in Bidder's "FOR Site" price.	
21.0	DELIVERY SCHEDU	Within 180 days from the date of is sue of GeM Contract.	
	LE / COMPLETION S		
	CHEDULE		
22.0	PAYMENT TERMS	As per GeM standard payment ter ms i.e. "100% payment will be rele ased within ten (10) days of issue of consignee receipt-cum-acceptan ce certificate (CRAC) and on-line s ubmission of bills"	
23.0	CONTRACT PERFOR	NOT APPLICABLE	
	MANCE GUARANTEE (CPG)/ PERFORMAN CE BANK GURANTEE (PBG) /SECURITY DE POSIT (SD)	a.The successful bidder/Supplier shall f urnish the Security Deposit/ PBG for due performance of the Contract as under:	
		On placement of firm order by NTPC, th e vendor shall be required to furnish th e Security Deposit (SD) to NTPC for an amount equal to 10% of basic order val ue. SD-BG should be valid for a period o f three months (3 months) beyond the e xpiry of Delivery schedule. The SD shou Id be submitted within 30 days of place ment of award. If no SD BG is given, the n it will be deducted from initial Bills.	
		b. SD/CPG/PBG may be submitted ir the following form:	
		An irrevocable Bank Guarantee as per	

the NTPC standard format from any Nat ionalized bank/ Scheduled Bank as acce ptable to NTPC as per list enclosed.

c.-Failure of the supplier to submit the a bove-mentioned Performance Guarante e shall constitute sufficient grounds forthe annulment of the award and actionwill be taken as per GeM GTC.

The SD/CPG/PBG should be submitt ed within 30 days of placement of award.

1) All PBGs except BG issued by a Bankoutside India and all Insurance Surety B onds except those issued by an Indian I nsurance company outside India, shallbe received from issuing Bank directly t hrough post/ courier, by Unified Treasur y, Dadri at below mentioned address:

Unified Treasury (BG Group)

Administrative Building, NCPS, Dad ri

NTPC Limited,

PO. Vidyut Nagar

Distt: Gautam Budh Nagar,

Uttar Pradesh- 201008

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A BG issued by a Bank outside India an d Insurance Surety Bond issued by an I ndian Insurance company outside India needs to be submitted by the Bidder dir ectly to the employer as defined in Bidd ing Documents. The BG/Insurance Suret y Bond also needs to bear stamp duty of appropriate value applicable to the p lace in NTPC where BG/Insurance Suret y Bond is to be submitted. The BG/ Insu rance Surety Bond may be got adjudic ated by the employer from Collector of Stamps, within 3 months of arrival of B G/ Insurance Surety Bond in India. Expe nses incurred in this regard shall be adj usted from the payment due to the contractor.

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2)A soft copy of the BG is mandatorily r equired to be mailed to Unified Treasur y Group at ubg@ntpc.co.in by the issuin g Bank. 3)Confirmation of BGs through Structur ed Financial Messaging System (SFMS)/ SWIFT

While issuing the physical BGs, the Bidd er's Bank shall also send electronic mes sage through secure SFMS (in case of B Gs issued from within India) or SWIFT (i n case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:

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ŧ	Bank Na me 	ICICI BANK LIMI TED	
Ħ	Branch	CONNAUGHT PL ACE BRANCH	
##	Bank Add ress	9A, Phelps Build ing, Inner Circle , New Delhi-110 001	
i∀	IFSC Code	ICIC0000007	
sen	d the BG adv	nding bank must rice in the form of via SFMS (Struct	
sen mes urec) as - The	d the BG adv sage format J Financial M provided by format of th mation of the	vice in the form of via SFMS (Struct lessaging System	
sen mes urec) as - The nfiri	d the BG adv sage format J Financial M provided by format of th mation of the	via SFMS (Struct essaging System RBI. e message for co	

Bonds should be enforceable for minimum

ninety (90 days) after expiry of its validity.

5)Extension of all BGs/ Insurance Su rety Bonds should be on Stamp pap er of same value as that of the ori ginal BG/ Insurance Surety Bond. Min imum extension of any BG/ Insuran ce Surety Bond should be three mon ths.

6)Bank Guarantee should be e xecuted on Non judicial stamp paper/E stamp paper of appro priate value as per Stamp Act prevailing in states as under (whichever is higher):

1.State where BG is submitted (Unified Treasury, Dadri - U.P.)

2.State where BG to be acted upon (State where concernedplant/Unit is situated)

3.State where BG is executed (State of BG issuing bank bran ch)

The stamp duty is to be paid b efore or at the time of executi ng the Bank Guarantee and su bmission of stamp paper for d eficit duty post execution of t he BG is not admissible. BG ex ecuted with inadequate stamp duty is not admissible.

The format of the Bank Guaran tee shall be in accordance wit h the form of Bank Guarantee towards Bid Security/EMD/Perf ormance security/ *Security fo r the Deed of Joint Undertakin g (if applicable)/*Advance pay ment (if applicable) included i n the Employer's Bidding Docu ments only. In addition, the fo rmat of the Insurance Surety B ond shall also be in accordanc e with the form of Insurance S urety Bond towards Bid securi ty/Performance security/ *Sec urity for the Deed of Joint Und ertaking (if applicable) include d in the Employer's Bidding **Documents only.**

Any bid not accompanied by a n acceptable bid security in a separate sealed envelope shal

		I be rejected by the Employer as being non-responsive.	
24.0	TAXES & DUTIES	Quoted Rates shall be inclusive of all taxes & duties including Goods and Services Tax (GST)	
25.0	WARRANTY/ GUARA NTEE	18 months from the date of supply or 12 months from the date of com missioning/use whichever is earlier	
		The Guarantee/ Warranty Terms an d Conditions shall be applicable to the material supplied against the P O. No separate Guarantee/ Warrant y Certificate is required to be subm itted by the Supplier along with th e material. The Guarantee/ Warran ty terms and condition shall be bin ding on the supplier.	
26.0	DOCUMENTS TO BE SUBMITTED DURING SUPPLY	a) Guarantee/ Warranty Certificate b)Test Certificate	
27.0	INSPECTION	Pre-Dispatch Inspection- Not Applicab le	
		Vendor to submit following document s along with material:	
		a)TC for Chemical Composition.	
		b)TC for Tensile Properties and Hardn ess.	
		c)Dimensional test report.	
		Any other remarks / requirements reg arding PDI / QP submission or approva I / Routine & Acceptance tests TC sub mission / inspection reports specified elsewhere in tender documents /tech specs / attachments shall be ignored.	
		Inspection at NTPC Stores on receipt of material.	
28.0	QUALITY PLAN		
			
		Bidder to sign, seal and upload sca nned copy of Standard Quality Plan <mark>(SQP) as acceptance.</mark>	
29.0	QUANTITY VARIATI	<mark>(+/-) 5%</mark>	
	ON/ TOLERANCE		

30.0	PRICE VARIATION C LAUSE	NOT APPLICABLE	
31.0	CONTRACTOR'S LAB OUR INFORMATION MANAGEMENT SYST EM	NOT APPLICABLE Contractor's Labour Information Manag ement System (CLIMS):	
		 (a) The Contractor has to necessarily ge t itself registered in the Contractor's Labor Information Management Sys tem (CLIMS), which will be installed by the Employer. (b) The entry and exit of all contract lab or to the plant premises will be thro ugh Gate Access Control System of above 'Contractor's Labor Informati on Management System'. (c) It will be the responsibility of the Contractor to ensure timely exit of all I abors from the plant premises after completion of job of that day. (d) The contractor has to abide with all t he statutory compliance applicable t o its workers and employees and up date the details of the same in the a bove System. 	
32.0	SAFETY	The Contractor, including his sub-contracto rs, while executing the Works, will strictly c omply with the statutory requirements (incl uding amendments thereof), as applicable, in respect of safety of his employees, equi pment and materials. The contractor will al so comply with the provisions of NTPC Safe ty Rules as issued from time to time and di splayed on NTPC's tender website https://n tpctender.ntpc.co.in/	
33.0	LIQUIDATED DAMA GES	<mark>Applicable as per GeM Standard GT</mark> <mark>C</mark>	
		GST extra as applicable shall also be lev ied on Liquidated Damages.	
34.0	OTHER TERMS AND CONDITIONS	1)NTPC policy and procedures for D ebarment from Business Dealings & Fraud Prevention Policy with its amendments from time to time are integral part of this tender docume nt. Bidders are requested to go thr ough these policies available on ou r website <u>https://ntpctender.ntpc.c</u>	

<u>o.in</u>. The bids submitted against thi s tender construe that bidders are in agreement and accept all the cl auses of these policies.

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

2)The Bidder along with its associa te/collaborators/sub-contractors/ s ub vendors /consultants/service pr oviders shall strictly adhere to the Fraud Prevention Policy of EMPLO YER displayed on its tender websit e <u>https://ntpctender.ntpc.co.in</u> and shall immediately apprise Employe r about any fraud or suspected fra ud as soon as it comes to their noti ce.

The Employer has in place a policy and procedures for Debarment from Busine ss Dealings and same is displayed on it s tender website <u>https://ntpctender.ntpc.co.i</u> <u>n</u>. Business dealings may be withheld o

r banned with the Bidder/Contractor on account of any default by the contracto r.

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

The Employer reserves the right to acce pt or reject any Bid, and to annul the bi dding process and reject all Bids at any time prior to Contract award, without th ere by incurring any liability to the Affe cted Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

3)Anti-Bribery and Anti-Corruption (ABAC) Policy: The Bidder and its emp loyees along with its Associate/ Collabo rator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all

		other persons associated with business of Employer shall strictly adhere to Anti -Bribery and Anti-Corruption (ABAC) Pol icy of Employer displayed on tender we bsite <u>https://ntpctender.ntpc.co.in/</u> und er section 'policy docs'.	
		Bidders shall certify their complian ce on "Anti-Bribery and Anti-Corru ption (ABAC) Policy" of Employer b y submitting the Declaration as per Annexure-D of Formats under Buye r Specific ATC	
35.0	SITE/ DELIVERY AD DRESS/ BILLING AD DRESS	As mentioned in Tender documents	
36.0	BID TO BE ADDRES	GM (C&M)-CPG-1	
	SED TO	NTPC Limited, Western Region II Head uarters,	
		Plot No-87, Sector-24, Atal Nagar,	
		Naya Raipur, Raipur	
		Chhatisgarh-492018	
		Email:- dppradhan@ntpc.co.in	
37.0	CONTACT PERSON S / ADDRESS	DGM(C&M)-CPG-1 NTPC Limited, We stern Region II He adquarters, Plot No-87, Sector -24, Atal Nagar, N aya Raipur, Raipu r	GM(C&M)-CPG-1 NTPC Limited, Wes tern Region II Head quarters, Plot No-87, Sector- 24, Atal Nagar, Nay a Raipur, Raipur
		Chhatisgarh-4920 18	Chhatisgarh-49201 8
	E mail ID	<u>sunnyagarwal@nt</u> pc.co.in	dppradhan@ntpc.c o.in
	Contact No.	0771-2515362 0771-2515469	

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

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 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 का समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---