



## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-12-2023 15:00:00	
Bid Opening Date/Time/बिङ खुलने की तारीख/समय	18-12-2023 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	2064	
ltem Category/मद केटेगरी	M1613999674, M1613517861, M1613999670, M1613684610, M1613999582	
BOQ Title/बीओक्यू शीर्षक	MS Pipes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο	
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	Νο	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Primary product category	M1613517861	
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)	Νο	

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	57947
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	95161
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	9116
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	30599
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	7177

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	10.00	
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	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 शतों 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			
MSE Purchase Preference/एमएसई खरीद वरीयता			
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes		

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

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY. 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	M1613999674	562
Schedule 2	M1613517861	1118
Schedule 3	M1613999670	112
Schedule 4	M1613684610	212
Schedule 5	M1613999582	60

### M1613999674

### (Minimum 50% 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	ASRAFUL HOQUE	531020,Simhadri Super Thermal Power Project P.O. SIMHADRI VISAKHAPATNAM	562	120

### M1613517861

(Minimum 50% 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	ASRAFUL HOQUE	531020,Simhadri Super Thermal Power Project P.O. SIMHADRI VISAKHAPATNAM	1118	120

### M1613999670

#### (Minimum 50% 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	ASRAFUL HOQUE	531020,Simhadri Super Thermal Power Project P.O. SIMHADRI VISAKHAPATNAM	112	120

#### M1613684610

(Minimum 50% 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.	/क्र. Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी		Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1 ASRAFUL HOQUE Thermal		531020,Simhadri Super Thermal Power Project P.O. SIMHADRI VISAKHAPATNAM	212	120

### M1613999582

### (Minimum 50% 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	ASRAFUL HOQUE	531020,Simhadri Super Thermal Power Project P.O. SIMHADRI VISAKHAPATNAM	60	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 Added text based ATC clauses

## Total EMD applicable for the tender : Rs.2,00,000/-

## Format of Bid Security (BG or Insurance Surety Bond) shall be as attached i n tender documents only. No other format is acceptable.

"MS pipes of Size 500 to 900 NB for NTPC Simhadri"

Tender Ref : 9900268459

# **Bidding Document Ref No:-EOC/CPG-1/ 100228933**

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 "**MS pipes of Size 500 to 9 00 NB for NTPC Simhadri**" and shall be on the basis of single poi nt responsibility completely covering the activities and services cov ered 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 Qualif ying Requirements stipulated hereunder:

1.0	Technical Criteria :
1.1	Bidder should be a supplier of steel pipes of diameter 500 m m or higher size.

2.1	The Average Annual Turnover of the Bidder should not be less than Rs. <b>217 Lakh</b> <b>s</b> ( <b>Rupees two crore seventeen lakhs</b> only) during the preceding three (3) co mpleted financial years as on the date of Techno-Commercial bid opening.			
2.0 Financial criteria :				
<ol> <li>For arriving at the executed value of order specified above, basic amount only shall. be considered. In case order is inclusive of taxes, bidder should provide the break- up of b asic value and taxes.</li> </ol>				
<ol> <li>In case of orders under execution, the value of the order executed prior to the date of Techno Commercial bid opening duly certified by bidder's client shall be considered ac ceptable.</li> </ol>				
<ol> <li>The word "Executed" mentioned above means that the bidder should have achieved th e criteria specified above, even if the total contract is started earlier and/or is not comp leted/closed.</li> </ol>				
Notes for Technical Criteria:				
	(c) Three (3) orders having executed value not less than <b>8</b> <b>7 Lakhs</b> each.			
	OR			
	(b) Two (2) orders having executed value not less than Rs . <b>109 Lakhs</b> each			
1.2	OR			
	(a) One (1) order having executed value not less than Rs. 1 74 Lakhs.			
	Bidder should have executed order(s) for supply of metallic p ipes within preceding seven (07) years prior to the date of Te chno- Commercial bid opening in any of the following manne r:			

2.2	In case the bidder does not satisfy the financial criteria, stipulated at Cl. 2.1 above on its own, its Holding Company w ould be required to meet the stipulated turnover requiremen ts at Cl. 2.1 above, provided that the net worth of such Holdi ng Company as on the last day of the preceding financial yea r is at least equal to or more than the paid-up share capital o f the Holding Company. In such an event, the bidder would b e 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 do cuments, pledging unconditional and irrevocable financial su pport for the execution of the Contract by the bidder in case of award.
	In case the bidder is not able to furnish its audited financial s tatements on stand-alone entity basis, the unaudited uncons olidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the followin g documents for substantiation of its qualification.
2.3	a. Copies of the unaudited unconsolidated financial stateme nts of the bidder along with copies of the Audited consolid ated financial statements of its Holding Company.
	b. Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial state ments form part of the Consolidated Annual Report of the company.
2.4	In cases where audited results for the last preceding financia I year as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practicing Ch artered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing C hartered Accountant certifying its financial parameters, the a udited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the f inancial 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 op ening and the Certificate from the practicing Chartered Acco untant certifying the financial parameters is not available.

# 3.0 Notes for 1.2:

- 1. Other income shall not be considered for arriving at annual turno ver.
- 2. "Holding Company" and "Subsidiary Company" shall have the m eaning ascribed to them as per Companies Act of India, in vogue.
- 3. Net worth means the sum total of the paid up share capital and f ree 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 deprec iation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the exten t not adjusted or written off, if any, shall be reduced from reserv es and surplus.

# Note :

- -
- Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet a nd P&L Account (wherever applicable) undertaken/ signed by a M ember of Institute of Chartered Accountant of India (ICAI), which Bi dders submit in support of compliance to Qualifying Requirements ( QR), will carry Unique Document Identification Number (UDIN) g enerated in line with the Gazette Notification of Council of Insti tute of Chartered Accountant of India (ICAI).
- **4.0** NTPC reserves the right to reject any or all bids or cancel / withdr aw the Invitation for Bids/NIT without assigning any reason whatso ever and in such case no bidder / intending bidder shall have any cl aim arising out of such action.
- **5.0** Issuance of bid documents to any Bidder shall not construe that suc h 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

# 8.0 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			
1.	TYPE OF BIDDING	Single Stage Two Envelope	
2.	REVERSE AUCTION RU LES	NOT APPLICABLE	
3.	PRICE BASIS	FOR NTPC Simhadri Bidders are requested to indicate the Price on "FOR NTPC Si te" basis.	

4.	Tender Fee		
4.	[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 Earnest M oney Deposit / Bid Security (in form BG or Insurance Surety Bond as per prescribed format) for the amou nt <u>as specified in the GeM portal</u> 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:	
		<b>AGM (C&amp;M- Purchase)</b> NTPC Limited, Western Region II Headquarters, Plot No-87 Sector-24, Atal Nagar, Naya Raipur, Raipur Chhattisgarh-492018	
		<ul> <li>i.Scanned copy of EMD instrument to be submitted a ong with the online offer. Earnest Money Deposit in a separate sealed envelope should reach our office within 5 c ays of techno-commercial bid opening.</li> <li>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.</li> <li>5.2 Bidders shall ensure that the EMD envelope reaches N TPC office latest by the deadline as mentioned in GeM GTC (i.e., within 5 days of techno- commercial bid opening)</li> </ul>	
5.	EARNEST MONEY DEPO SIT (EMD) / BID SECURI TY		
	[APPLICABLE]		

	<b>5.3</b> In case of Bidders opting for Bank Guarantee as Bi d Security but unable to submit the Original Bank Guar antee in physical form at the tender opening location, before the deadline for submission of bids, following sha II 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 :
	<ul> <li>a) The scanned copy of the BG.</li> <li>b) SFMS / SWIFT message acknowledgement copy sent to N TPC / Employer's banker stating the date of sending.</li> <li>c) An undertaking from the issuing Bank strictly as per for mat enclosed ("Annexure Bank Undertaking")</li> </ul>
	<b>5.4</b> The bidder shall be required to submit all the docu ments in the manner as specified at para 5.3 above, to r each NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being no n-responsive and not opened. In such a case, Bidder shal I also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Do cuments, 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 an d not considered for further evaluation.
	<b>5.5</b> Micro and Small Enterprises (MSEs) shall be exempted from payment of EMD. MSEs seeking exemption should upl oad/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 t o MSE's
	5.6 Benefits for MSEs as elaborated at para 5.5 above are applicable only for (a) Goods produced and (b) Service s provided by MSEs. MSE benefits shall not be appli cable to Trader/Dealer of Goods.
Note : Format of Bid Security (BG der documents only. No other for	or Insurance Surety Bond) shall be as attached in ten mat is acceptable.

der documents only. No other format is acceptable.

		idder's/ Ve through se ia) or SWIF	ndor's Bank shall al cure SFMS (in case o T (in case of BGs is Beneficiary Bank wh	nding the physical BGs, the B so send electronic message of BGs issued from within Ind sued from outside India) to E nose details are provided her
		For Dor	mestic BG	
		i)	Bank Name	ICICI Bank Limited
	CONFIRMATION OF AL L BANK GUARANTEES	ii)	Branch	Connaught Place Branch
6.	THROUGH STRUCTURE D FINANCIAL MESSAGI NG SYSTEM (SFMS) M ODE BY	iii)	Bank Address	9A, Phelps Building, Inner Circle, New Delhi - 11000 1
	BIDDER'S/ VENDOR'S BANKER	iv)	IFSC Code	ICIC000007
		e form of r Messaging The format I be as belo BG advisi SFMS Field Num 1)	nessage format via System) as provide of the message for ow : ng message: IFN 7	confirmation of the BG shal 60COV/ IFN 767COV via to be mentioned in Row
7.	VALIDITY OF OFFER	120 days t	from the date of Bid	opening
8.	TRANSFER OF BID DOC UMENTS		s purchased/ downlobe transferred.	baded by the Intending Bidde
9.	DOCUMENTS IN SUPPO RT OF MEETING THE QU ALIFYING REQUIREMEN TS	APPLICABI	E	
		ience like a of Awards etion certif equiremen	authentic Work Orde / Contract Agreemen licate, etc. in suppor	the details of the past exper rs / Purchase Orders / Letter nts, client certificates, compl t of meeting the Qualifying R election is to be made as per ts.
		Orders/Let to declare	ter of Awards/Contra	itional Work Orders/Purchase act Agreements are required format which shall be additio
		e a com dders, w	munication sepa ho have been c	NT, Employer may issu rately to prospective bi onsidered qualified me R in another tender in t

		he past, stating that while submitting their bid, they are not required to submit the details/ doc uments pertaining to reference plants/ works/ p ast experiences in support of meeting Technica I QR to the extent mentioned in the communica tion.
	COMPLIANCE ON QUALIFYING REQUIREMENTS	In case the bidder who has been issued such co mmunication from the Employer, intends to see k qualification under the same clause/ route (al ong with the same Associate/ Collaborator/ JV p artner/ Consortium partner, if applicable) as me ntioned in such communication, then such bidd er shall not be required to submit details/ docu ments pertaining to reference plants / works / p ast experiences in support of meeting Technica I QR while submitting their bid.
		Such bidder shall be required to declare in Atta chment-3A (Attachment seeking Bidder's Techn ical Qualification Detail) that they have receive d communication from the Employer and are n ot required to submit details/ documents pertai ning to reference plants/ works/ past experienc es for meeting Technical QR. However, the bidder shall be required to submi t any other details pertaining to Technical QR s uch as applicable Deed of Joint Undertakings/ J oint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).
		ii. In case such bidder, who has been issued ab ove communication from Employer, wishes to s eek qualification under a different clause/ route of QR and/ or with the support of a different Ass ociate/ Collaborator/ JV partner/ consortium par tner, then the bidder shall be required to furnis h the requisite details pertaining to reference p lants/ works along with supporting documents as sought in the bidding documents. In such a c ase, communication issued by the Employer as mentioned above shall not be considered appli cable.
10.		iii. All other bidders, who are required to submit the details of the past experiences, shall submi t all the documents, in support of Technical Qua lification Requirements (such as copy of Purcha se Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verifi ed for authenticity from Independent Statutory Auditor of their Company or specified Third-Par ty Inspection Agency (TPIA).
		Further, wherever information can be drawn fro m books of accounts, records and other relevan t documents, Bidders can also submit a certific

ate issued by their Independent Statutory Audit or certifying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly ce rtified and verified documents from their Statut ory Auditors or specified TPIA in support of mee ting Technical QR along with a certificate regar ding verification of authenticity of documents a s per the format placed at Appendix I (Underta king from Statutory Auditor) and/ or Appendix-II (Undertaking from TPIA). All the documents sub mitted by the bidder in support of meeting Tec hnical QR shall be digitally signed by the Statut ory Auditor and/ or specified TPIA.

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

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

2) Gulf Lloyds Industrial Services (India) Pvt. Lt d (GLISPL)

- 3) International Certification Services (ICS)
- 4) TUV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TUV India Pvt. Ltd. (TÜV Nord Group)
- 7) Intertek India Pvt. Ltd.
- 8) Moody International (India) Pvt. Ltd.
- 9) RINA India Pvt. Ltd.
- 10) Competent Inspectorate and Consultants LL P

The following website may be referred for cont act details of above ten (10) TPIAs:

http://nabcb.qci.org.in/accreditation/reg\_bod\_in spection\_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 docume nts, shall not be considered verified/ certif ied for the purpose of evaluation, and the bid shall be liable for rejection.

v. The Bidder shall be responsible to get t heir documents/ credentials in support of Qualifying Requirements verified & certifi ed by their Statutory Auditor(s) and/ or sp ecified TPIAs. All the costs pertaining to t hird party verification and certification (in cluding those by statutory auditors) shall be borne by the Bidder. Employer shall ha

		ve no liability (financial or otherwise) tow ards the same and shall not be liable for a ny claim/ dispute between the bidder and
Notes :		TPIA and/ or Statutory Auditor.
i)	ted by Bidder for NTP e past then in respec	nce work pertains to the Contract(s)/Works exect C <b>or Subsidiary / JV companies of NTPC</b> in th t of such Contract(s)/Works, Bidder shall not be
ii)	equired to enclose Client Certificate (s) along with its bid. In case a bidder submits documents / credentials in the present ter der which were duly certified/ verified by Independent Statutory Audi or or specified TPIA for an earlier tender of NTPC including its JV/Subs	
iii)	diary, the same shall be considered for the purpose of evaluation. It is clarified that where appointment of Statutory Auditor is not main ndatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for	
iv)	such bidder. The undertaking issued for previous tender (as per format) may be submitted by the bidders for similar future tenders.	
11.	ELIGIBILITY FOR PARTI CIPATION IN TENDER : ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGI BLE	<ul> <li>'Class-I local suppliers' only are eligible to participate in the stender, as defined in the bidding documents/ Public Proceerement (Preference to Make in India), Order 2017 and its stepsequent 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."</li> <li>Only Class-I Local suppliers are eligible to Bid. Bids received (if any) from Class-II and Non Local Suppliers shall be out rightly rejected.</li> <li>The local content requirement to categorize a Bidder/Suppler as 'Class-I local supplier' is minimum 50% and Class-II is cal supplier is minimum 20% and less than 50%</li> <li>Note: <ul> <li>(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 sregistered with the competent Authority.</li> <li>The Competent Authority for the purpose of registration sl all be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</li> <li>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a and border with India) to which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has sextended lines of credit or in which the Government of India has lable in the website of the Ministry of External Affairs.</li> </ul></li></ul>
12.	JURISDICTION	Raipur

13.	PLACE OF AR BITRATION	
		New Delhi, India
14.	INSURANCE	Transit Insurance shall be inclusive in Bidders "FOR S ite" price.
15.	FREIGHT	Freight charges shall be inclusive in Bidders "FOR Site " price.
16.	PACKING AN D FORWARDI NG	Packing & Forwarding shall be inclusive in Bidder's " FOR Site" price.
17.	DELIVERY SCHEDULE/ C OMPLETION SCHEDULE	Within 120 days from the date of issue of PO
18.	Documents to be submi tted during supply	Test certificate to be submitted as per QP.
19.	Quantity Variation	+/- 5%
20.	PAYMENT TERMS	100% within 30 days of receipt and acceptance of material at NTPC stores

21.	CONTRACT PERFORMA NCE GUARANTEE (CPG ) / PERFORMANCE BANK GUARANTEE (PBG)	<ul> <li>a. Within thirty (30) days of the receipt of Purchase Order/ S ervice Order from the Employer, the Supplier shall furnish t he Contract Performance Guarantee, if applicable, for due p erformance of the Contract(s)/ Order(s) in form acceptable to the Employer.</li> <li>b. CPG/PBG may be submitted in the following form : <ul> <li>An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank/ Scheduled Bank as acceptable to NTPC as per list enclosed.</li> <li>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.</li> <li>d. The successful bidder shall be required to furnish the CP G/PBG for an amount equal to 10% of total order value. CP G/PBG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</li> </ul> </li> <li>The Bank Guarantee (BG) shall be accompanied with the B G forwarding letter in the format attached as (CPG Annexure) in the bidding documents.</li> </ul>
22.		
	TAXES & DUTIES	Inclusive
23.	<mark>WARRANTY/ GUARANTE</mark> E	18 months from the date of supply or 12 months from the d ate of commissioning whichever is earlier. The Guarantee/ Warranty Terms and Conditions shall be ap plicable to the material supplied against the PO. No separat e Guarantee/ Warranty Certificate is required to be submitt ed by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the suppl ier
24.	INSPECTION	Pre-Dispatch Inspection
25.	<mark>Quality Plan</mark>	Enclosed
26.	Price Variation	Applicable as enclosed

INTEGRITY PACT	NOT APPLICABLE
Evaluation Criteria	<ul> <li>Itemwise evaluation</li> <li>Splitting of line item quantity is applicable</li> </ul>
CONTRACTOR'S LABOU	Contractor's stem (CLIMS):Labour InformationManagement Sy(a)The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (C LIMS), which will be installed by the Employer.
R INFORMATION MANAGEMENT SYSTEM	(b)The entry and exit of all contract labor to the plant premi ses will be through Gate Access Control System of above 'Contractor's Labor Information M anagement System'.
(NOT APPLICABLE)	<ul><li>(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.</li><li>(d)The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the comparison of the statutory completes.</li></ul>
Safety	he details of the same in the above System. The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments the reof), as applicable, in respect of safety of his empl oyees, equipment and materials. The contractor wi II also comply with the provisions of NTPC Safety R ules as issued from time to time and displayed on NTPC's tender website http://www.ntpctender.com.
LIQUIDATED DAMAGES	Applicable
GST ON LIQUIDATED DA MAGES	GST extra as applicable shall also be levied on Liquidated D amages.
SITE/ DELIVERY ADDRE SS/ BILLING ADDRESS	As mentioned in BOQ
	Evaluation Criteria  CONTRACTOR'S LABOU R INFORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)  (NOT APPLICABLE)  Safety LIQUIDATED DAMAGES GST ON LIQUIDATED DA MAGES SITE/ DELIVERY ADDRE

33.	OTHER TERMS AND CONDITIONS	NTPC policy and procedures for Debarmen t from Business Dealings & Fraud Preventi on Policy with its amendments from time t o time are integral part of this tender doc ument. Bidders are requested to go throu gh these policies available on our website <u>https://ntpctender.ntpc.co.in</u> . The bids submitted against this tender constr ue that bidders are in agreement and acc ept all the clauses of these policies.
		Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.
		T h e Bidder along with its associate/collaborators/sub-contractors/ s ub vendors/consultants/service providers shall strictly adhere to the Fraud Preventi on Policy of EMPLOYER displayed on its tend
		er website <u>https://ntpctender.ntpc.co.in</u> a nd shall immediately apprise Employer ab out any fraud or suspected fraud as soon as it comes to their notice.
		The Employer has in place a policy and procedu res for Debarment from Business Dealings and same is displayed on its tender website <u>https:</u> //ntpctender.ntpc.co.in. Business dealings m ay be withheld or banned with the Bidder/Contr actor on account of any default by the contract or.
		The bids submitted by the banned/blacklisted a gencies by NTPC in past shall be outrightly reje cted.
		The Employer reserves the right to accept or re ject any Bid, and to annul the bidding process a nd reject all Bids at any time prior to Contract a ward, without there by incurring any liability to the Affected Bidder or Bidders or any obligation to
		inform the affected Bidder(s) of the grounds for the Employer's action.

34.	Adherence to Employ er's Anti-Bribery and Anti-Corruption (ABA C) Policy)	Bidder shall submit declaration in the for mat as provided in Annexure ABAC
35.	Bid to be addressed t o	GM (C&M)-CPG-1/ AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No- 87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhattisgarh - 49201 8 Email:- <u>dppradhan@ntpc.co.in/</u> gbirganthia@ntpc.co.in
36.	CONTACT PERSONS / ADDRESS	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 C hhatisgarh-492018
	E mail ID	skkumar01@ntpc.co.in / gbirganthia@ntpc.co.in

#### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश 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 को बिडर से खरीद 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---