



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2023/B/4178472 Dated/दिनांक : 07-12-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-12-2023 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	28-12-2023 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power	
Department Name/विभाग का नाम	Na	
Organisation Name/संगठन का नाम	Ntpc Limited	
Office Name/कार्यालय का नाम	Cg	
Total Quantity/कुल मात्रा	2	
ltem Category/मद केटेगरी	BOTTOM CONESEP WITHOUT COUNTER FLANGE (Q3) , BOTTOM CONESEP WITH MATCHING COUNTER FLANGE (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	OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *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/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	BOTTOM CONESEP WITHOUT COUNTER FLANGE	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

### EMD Detail/ईएमडी विवरण

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

### 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).	27

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

NTPC LIMITED CPG 1, NTPC Limited, Ministry of Power (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
MSL Fulctiose Fleterence/रमरसइ खराद परायता	l es

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.

#### **BOTTOM CONESEP WITHOUT COUNTER FLANGE (1 pieces)**

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADR 231223 SONEBHADRA	1	180

#### **BOTTOM CONESEP WITH MATCHING COUNTER FLANGE (1 pieces)**

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADR 231223 SONEBHADRA	1	180

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

#### 1. Generic

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

#### 2. Scope of Supply

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

#### 3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 5. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 6. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy

available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Procurement of Bottom Conesep for Rihand

1.0 QUALIFYING REQUIREMENT (QR)

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

# 1.1 TECHNICAL CRITERIA

The bidder should have executed the order(s) for supply of Bottom Co nesep(s) within preceding seven (07) years prior to the date of Techno -Commercial bid opening, in any of the following manner:

- A. One (1) order having executed value not less than **Rs. 111 Lakhs**OR
- B. Two (2) orders having executed value not less than **Rs. 69 Lakhs ea** ch

OR

C. Three (3) orders having executed value not less than Rs. 55 Lakhs each

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

- 1. The word "Executed" mentioned above means that the bidder shoul d have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
- 2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidde r's client shall be considered acceptable.
- 3. For arriving at the executed value of work specified above, basic a

mount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of basic value and taxes.

### 1.2 Financial Criteria:

- 1.2.1 The Average Annual Turnover of the Bidder, should not be less th an Rs. 138 Lakhs (Rupees One Crore & Thirty eight Lakhs only) durin g the preceding three (3) completed financial years as on the date of Techno -Commercial bid opening.
  - 1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno- Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.
  - 1.2.3 In case the bidder is not able to furnish its audited financial stat ements on stand- alone entity basis, the unaudited unconsolidate d financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.
    - Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial state ments 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 form part of the Co nsolidated Annual Report of the company
  - 1.2.4 In cases where audited results for the last preceding financial y ear as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three conse

cutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

#### Notes for 1.2:

- i. Other income shall not be considered for arriving at annual turnover.
- ii. "Holding Company" and "Subsidiary Company" shall have the mea ning ascribed to them as per Companies Act of India, in vogue.
- iii. Net worth means the sum total of the paid-up share capital and fre e reserves. Free reserve means all reserves credited out of the profit s and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provisi on and amalgamation. Further, any debit balance of Profit and Loss a ccount and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

## **SPECIAL PURCHASE CONDITIONS (SPC)**

(The conditions in this section will supersede any other related conditions anywhere else in this tender document)

Special Purchase Conditions - Volume II Section I

1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RU LES	NOT APPLICABLE
3.0	PRICE BASIS	F.O.R. DESTINATION BASIS (NTPC STORES BASIS as per provision on GeM portal)
		Consignee address for respective item given on the Ge M portal
4.0	Tender Fee	Not Applicable
5.0	EARNEST MONE	The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of
	Y DEPOSIT (EMD ) / BID SECURITY	a) The Earnest Money Deposit (EMD) shall be in the form of Bank Guarantee/electronic Bank Guarantee from the banks specified in the p ublished Gem Bid /Insurance surety Bond as per guidelines issued by IRDAI and as per pr escribed format in the bid document.
		Bid Security/EMD BG should be valid for 225 da ys from the date of Opening of Techno-commerc ial offer or beyond any extension in the period o f Bid validity subsequently requested.
		The Bidder shall furnish, as a part of his Bid a Earnest Money Deposit/Bid Security (in case of BG, format enclosed as Attachment 6) in a sealed envelope, su per scribed on the top as under,
		Tender No
		Due Date of Bid Opening (Date of Techno -Commercial Bid  From
		b) Micro and Small Enterprises (MSEs) registere d with UDYAM portal, for goods produced for goods produced & services rendered shall be exempted from paying Earnest Money Deposit.

MSE benefits shall not be applicable to Tra der/Dealer of Goods. Further, MSE benefit s shall also not be applicable for Works Contract.

c) As per GeM general terms and conditions (GT
 C)- Format of EMD BG shall be as per the e format given at Attachment 6

Please see clause No.-26 below for details.

MSE Bidders shall upload valid "UDYAM Registration Ce rtificate" or any valid MSE registration document as per the Govt. notifications issued in this regard time to time , along with Annexure A1/A2 declaration (Attachment 3) in the EMD folder/ Techno Commercial folder. In case of non submission of A1/A2 declaration along with registr ation Certificate the offer is liable to be rejected.

"The **format** of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security/\*Security for the Deed of Joint Undertaking (if applicable)/\*Advance payment (if applicable) included in the Employer's Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security/\*Security for the Deed of Joint Undertaking (if applicable) included in the Employer's Bidding Documents only.

Any bid for which an acceptable bid security has not been submitted before the bid submission da te and time as mentioned in NIT, shall be rejecte d by the employer as being non-responsive and b id shall not be opened. Bid security details and sc anned copy of the instrument shall be uploaded o nline in an appropriate place.

Acceptable bid security means any one o f the following:

(I) BANK GUARANTEE in original

In case of Bidders opting for **Bank Guarantee** as Bid Security but unable to send the Original Bank Guarant

ee in physical form at the tender opening location, bef ore the deadline for submission of bids, following shall be applicable: The issuing bank shall intimate thro ugh their own official e-mail id to con cerned C&M department with a copy t o Bidder regarding issuance / extensio n of BG along with following documen (a) The scanned copy of the BG. (b) SFMS message acknowledgeme nt copy sent to NTPC banker stat ing the date of sending. An undertaking through official e-mail id of bank as per format e nclosed at Annexure-A (Appendi x A to Attachment 6, page 2) att ached below. SFMS message must be sent to t he Employer's bank whose detail s are given below at clause 6 (B) Bidders shall be required to upload th e scanned copy of the BG on GeM portal. (If uploaded then shall be considered for openi ng of bid) The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original) directly to the address ment ioned at clause 27 below, scanned copy of the E MD shall be uploaded by the seller in the online bid and hard copy of the same will have to be s ubmitted directly to the buyer within 10 days o f bid opening, failing which the bid may be treated as incomplete & may lead to reject ion of the bid by buyer without making an y reference to the seller.

(II)

(III)

(IV)

Valid MSE registration docu

ment (UDYAM REGISTRATION COPY ONL

Insurance Surety Bond

Other documents as per GeM GTC

6.0	CONFIRMATION OF BG S ( CONTRACT PERFO RMANCE GUARANTEE) THROUGH STRUCTURE D FINANCIAL MESSAGI NG SYSTEM (SFMS)/S WIFT	While issuing the physical BGs, the Bidder's Bank shall a lso send electronic message through secure SFMS (in ca se of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiar y Bank whose details are provided above		
		i	Bank Name	ICICI BANK LTD.
		ii	Branch	CONNAUGHT PLACE BRANC H
		iii	Bank addre ss	9A, PHELPS BUILDING, INNER CIRCLE, NEW D ELHI-110001
		iv	IFSC Code	ICIC0000007
		he formial Mess f the mow: BG adv MS	n of message form saging System) as essage for confirn ising message: IFI	nk must send the BG advice in to lat via SFMS (Structured Finance provided by RBI. The format on lation of the BG shall be as below 760COV/ IFN 767COV via SF (to be mentioned in Row 1) lentifier)
7.0	VALIDITY OF OFFER {ITB Clause 17.0}	<b>180 days</b> from the date of opening of the 'Technical & Commercial Bid' by NTPC		
8.0	TRANSFER OF BID DO CUMENTS	Not app	olicable	

9.0	QUALIFYING REQUIRE MENTS (FOR OT CASES ONLY)	As specified in the Qualifying requirement in the bidding document, Please read and submit the re quired documents.
		The bidder shall be required to submit duly certifie d and verified documents from their Statutory Aud itors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-II (Appendix B of Attachment 2) (Undertaking from Statutory Auditor) and/or Annexure III ((Appendix C of Attachment 2) (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/or specified TPIA".
		Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.
		Where appointment of statutory auditor is not manda tory as per statute under which bidder has been inco rporated, the option of certification from specified TPI A shall only be considered for such bidder.
		Details of submitted copy of Purchase Orders/ Work Ord ers / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified T PIA should also be entered in Attachment 2
10.0	NIL DEVIATION C ERTIFICATE	This is a non-negotiable tender and any deviation on any condition(s) of this SPC shall render the bid as non responsive. The agency has to submit the <b>Certificate of "NIL" Deviation (Attachment 1)</b> as per the attached Performa below
11.0	COMPLIANCE O N QUALIFYING REQUIREMENT S	Verification of authenticity of Documents submitt ed by the bidder in support of meeting the Technical QR
	(FOR OT CASES ONLY)	The bidder shall be required to submit du ly certified and verified documents from t heir Statutory Auditors OR specified TPIA in support of meeting Technical QR. All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.
		In case documents are certified & verified for authent icity through TPIA, the verification and certification of

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

- 1) Société Générale de S urveillance / SGS India P vt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certificat ion Services (ICS)
- 4) TUV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia P vt. Ltd.
- 6) TUV India Pvt. Ltd. (TÜ V Nord Group)
- 7) Intertek India Pvt. Ltd.
- 8) Moody International (I ndia) Pvt. Ltd.
- 9) RINA India Pvt. Ltd.
- 10) Competent Inspectorat e and Consultants LLP

The following website may be ref erred for contact details of above ten (10) TPIAs:

# http://nabcb.qci.org.in/accreditation/reg\_bo d inspection bodies.php

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

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

The order copies/references given in the original offer s hall be considered for ascertaining the bidder's technical capability in regard to meeting the qualifying requirement. These references shall only be considered to as certain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall

		be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agre ements pertains to the work executed by Bidder for NTPC or Subsidiary/JV companies of NTPC in the past, th en in respect of such Work Orders/Purchase Orders/Lett er of Awards/Contract Agreements, Bidder shall not be r equired to enclose Client Certificate/certification along with its Bid. NTPC may obtain verification from the cli ents / customers of the vendor on its own, or, ver ify from internal available information like SAP etc with respect to earlier POs etc, or, may accept documents a Iready verified in earlier tenders.
		Bidders wishing to provide additional Work Orders/Purch ase Orders/Letter of Awards/Contract Agreements are r equired to declare the same in similar format which shall be additionally attached and uploaded. However, bid ders are not permitted to quote more than the three times the number of Work Orders/Purchase Orders/Letter of Awards/Contract Agreement for Quite to the law in this decrease.
12.0	JURISDICTION	R given below in this document Raipur
13.0	PLACE OF ARBITRATION	New Delhi, India
14.0	INSURANCE	Bidder shall be responsible for Insurance and safe delivery of material. Insurance charges shall be in vendor's scope.
15.0	FREIGHT	Bidder shall be responsible for transportation and safe d elivery of Material at NTPC Stores
16.0	DELIVERY AND C OMPLETION SCH EDULE	Within 180 days from the date of PO placement
17.0	PAYMENT TERM S	100% within 30 days of receipt and accep tance of material at NTPC stores.

18.0	Performance B ank Guarantee (PBG)	The successful bidder shall be required to furnish the Pe rformance Bank Guarantee (PBG) for an amount equal to 10 % of total order value. PBG should be valid for a period of three months (3 months) beyond the expiry of defect liability period. The PBG should be submitted within 30 days of placement of award.	
		The format of PBG shall be as per Employer's ding document.	
		APPLICABLE	
		NTPC's Beneficiary Bank details for SFMS are as below:-	
		For Domestic BG	
		i) Bank Name ICICI bank Ltd	
		ii) Branch Connaught Place, New Delhi	
		iii) IFSC Code ICIC0000007	
		iv) Secured Message type IFN 760COV / IFN 767 COV	
		V) Field Number 7037	
		Bidders/ Vendors are advised to ensure that their Banke rs send the secure SFMS.	
19.0	TAXES & DUTIE	Inclusive as per provision on GeM portal.	
S		The HSN code of the material to be provided by the bid der in the offer along with item wise GST applicable rate s. Based on this information provided in the offer SAP r egularizing PO shall be issued in reference to the GeM c ontract issued on successful bidder. The SAP regularizin g PO is required for raising inspection call on our team portal and for payment procedure in the NTPC SAP syst em.	
20.0	WARRANTY / GU ARANTEE/DEFE CT LIABILITY PE RIOD	12 Months from date of use or 18 Months from date of s upply which ever expires earlier	

21.0	INSPECTION	Inspection will be carried out by Site representative	
		Vendor shall submit along with material, as applicable:	
		a. Raw Material TC for chemical composition and Mecha nical properties	
		b. Dimensional Report	
		c. TC/Inspection Report(IR) for DPT of machined areas a nd fillet welds	
		d. TC/IR of NDE of butt welds	
		e. IR of water fill test and descaling of internal and exter nal surfaces of tank	
		f. IR of shore hardness, spark test, thickness and adhesi on test for rubber lining	
22.0	INTEGRITY PAC	Not applicable	
23.0	Evaluation Crit eria	As per provision on the GeM portal	
24.0	Price Adjustme	Not Applicable	

25.0	MSE Benefits	Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.  Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:  • Udyam Registration Certificate  MSE Bidders (who are seeking EMD exemption and price preference) must attach duly filled and signed Annexure-A1 (format given in Attachment 2)) along with valid UDYAM registration in their online bid in appropriate folder in GeM failing which MSE benefits may not be extended to them. No further claim in this regard shall be entertained by the Employer.  Applicability of purchase preference for MSE Bidders: In order to get the purchase preference MSE vendor must apply on the GeM portal & documents to be uplo aded in appropriate folder else portal will not allow the purchase preference and further evaluation shall be done as non MSE bidder. No further claim in this regard shall	
26.0	E-WAYBILL	E WAY BILL if required shall be arranged b	
		y the vendor.	
27.0	Other Conditions [Applicable]	NTPC policy for withholding and ban ning of Business Dealings & Fraud Pr evention Policy with its amendments from time to time are integral part of this tender document. Bidders are re quested to go through these policies available on our website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a> .	
		The Debarment Policy forming part of the Bidding documents, has been hosted on website www.ntpc.co.in / www.ntpctender. ntpc.co.in, and the same is enclosed at Annexure-11.	
		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.	
		The Bidder along with its associate/c ollaborators/sub-contractors/sub ven	

dors/consultants/service providers s hall strictly adhere to the Fraud Prev ention Policy of EMPLOYER displayed on its tender website https://ntpcten der.ntpc.co.in and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. The Employer has in place a policy for withholding and banning of Business Dealings and same is displayed on its tender website https://ntpctender.ntpc.co.in. Bus iness dealings may be withheld or banned with the Bidd er/Contractor on account of any default by the contract The Bidder and its employees along with its Associate/ C ollaborator/ Sub Contractors / Sub-Vendors / Consultant s / Service Providers and all other persons associated wi th business of Employer shall strictly adhere to Anti Brib ery and Anti-Corruption (ABAC) Policy of Employer displ ayed on tender website https://ntpctender.ntpc.co.in/. The bids submitted against this tend er construe that bidders are in agree ment and accept all the clauses of th ese policies. The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected. The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without there by in curring any liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the gr ounds for the Employer's action. 28.0 Bid to be addre AGM(C&M)-CPG-1 ssed to NTPC Limited, Western Region II Headqua rters, Plot No-87, Sector-24, Atal Nagar, N aya Raipur, Raipur Chhatisgarh-492018 E mail:-usqupta01@ntpc.co.in /

29.0	CONTACT PERSONS /	Mr. Manish Kumar	Mr. D P Pradhan
	ADDRESS	DGM(C&M)  NTPC Limited, Western Regi on II Headquarters, Plot No-87, Sector-24, Atal Nagar, N aya Raipur, Raipur Chhatisg arh-492018	AGM(C&M), NTPC Limite d, Western Region II Hea dquarters, Plot No-87, Se ctor-24, Atal Nagar, Naya Raipur, Raipur Chhatisga rh-492018
	Email	Manishkumar06@ntpc.co.in	dppradhan@ntpc.co.in

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#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

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

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---