



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4583462 Dated/दिनांक : 05-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2024 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	64
ltem Category/मद केटेगरी	BURNER COMPARTMENT, BOILER, SPDM0715A10446 (Q3)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	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

		- 1
		1
Required/आवश्यकता	No	1
		1

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

Splitting/विभाजन

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

Reserved for Make In India products

Reserved for Make In India products	Yes	
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

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
<u>OM_No.1_4_2021_PPD_dated_18.05.2023</u> 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.

BURNER COMPARTMENT, BOILER, SPDM0715A10446 (64 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download	
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Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

DrawingDocument1 <u>View</u>

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	64	180

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	MLC declaration		BURNER COMPARTMENT, BOILER, SPDM0715A10446(64)

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
2	MSE undertaking <u>View</u>	MSE bidders who are manufacturers of the quoted product shall submit undertaking in attached format	BURNER COMPARTMENT, BOILER, SPDM0715A10446(64)
3	Quality Plan <u>View</u>	Quality Plan for tender	BURNER COMPARTMENT, BOILER, SPDM0715A10446(64)

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

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

1. Scope of Supply

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

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

EMD : Format of Bid Security (BG or Insurance Surety Bond) shall be as attac hed in tender documents only. No other format is acceptable.

Contract Performance Guarantee/Performance Bank Guarantee : The successful bidder (on whom PO is aw arded) shall be required to furnish the CPG/PBG for an amount equal to **10%** of total order value. CPG/PBG should be valid for a period of three months (3 months) beyond the expiry of warranty period. The CPG sh ould be submitted within 30 days of placement of award.

Procurement of "Burner Coal Nozzle bodies for Stage-1 units at NTPC Rih and"

Tender Ref : 9900273514

Bidding Document Ref No:-EOC/CPG-1/ 100232451

1.0 NTPC Limited (NTPC) invites online bids on "Single Stage Two Envelope Bid ding Basis" from eligible bidders for aforesaid package, as per the scope of wor k briefly mentioned hereinafter.

2.0 BRIEF SCOPE OF WORK

The scope of the proposal is "**Supply of Burner Coal Nozzle bodies for Stag e-1 units at NTPC Rihand"** and shall be on the basis of single point responsibil ity completely covering the activities and services covered under the specifications and read in conjunction with "Scope of Supply" elaborated elsewh ere.

3.0 QUALIFYING REQUIREMENTS FOR BIDDERS

The bidder who wishes to participate in the bidding shall meet the Qualifying Req uirements stipulated hereunder :

1.1	Technical Criteria :
	Option-I
	The bidder should be a Boiler Manufacturer and should hav e supplied at least one (1) number of Boiler to any Thermal power plant of unit size 200 MW or higher within preceding seven (07) years prior to the date of Techno-Commercial bi d opening.
1.1.1	OR
	ÖK
	Option-II

The Bidder should have Supplied "Boiler and / or Coal Nozzl e Tip(s) and / or Coal Pipe Bend(s) and / or Coal Burner(s) a nd / or Coal compartment assemblies" within preceding seven (07) years prior to the date of Techno-Commercial bi d opening, in any of the following manner:

A. One (1) order having executed value not less than Rs.
 74 Lakh

1.1.2

OR

B. Two (2) orders having executed value not less than Rs.46 Lakh each

OR

C. Three (3) orders having executed value not less than Rs. 37 Lakh each

Notes for Technical Criteria :

- 1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total order 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 certi fied by bidder's client shall be considered acceptable.

3. For arriving at the executed value of work specified above, ba sic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of bas ic value and taxes.

- 1.2 **Financial criteria** :
- 1.2.1 The Average Annual Turnover of the Bidder, should not be l ess than **Rs. 93 Lakh (Rupees Ninety Three Lakh only)** during the preceding three (3) completed financial y ears as on the date of Techno-Commercial bid opening.

1.2.2	In case the bidder does not satisfy the financial criteria, sti pulated 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 th e net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more tha n the paid-up share capital of the Holding Company. In suc h an event, the bidder would be required to furnish along w ith its Techno-Commercial bid, a Letter of Undertaking fro m the Holding Company, supported by Board Resolution, a s per the format enclosed in the bid documents, pledging u nconditional and irrevocable financial support for the execu tion 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 statements on stand-alone entity basis, the unaudited unc onsolidated 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 st atements of the bidder along with copies of the Audit ed consolidated financial statements of its Holding C ompany. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated financial s
1.2.4	In cases where audited results for the last preceding financ ial year as on the date of Techno-Commercial bid opening are not available, the financial results certified by a practici ng Chartered Accountant shall be considered acceptable. I n case, Bidder is not able to submit the Certificate from pra cticing Chartered Accountant certifying its financial param eters, the audited results of three consecutive financial yea rs 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 enc losed in the bidding documents stating that the financial re sults of the Company are under audit as on the date of Tec hno-Commercial bid opening and the Certificate from the p racticing Chartered Accountant certifying the financial para meters is not available.

Notes for 1.2:

- 1. Other income shall not be considered for arriving at annual tu rnover.
- 2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in v ogue.
- 3. Net worth means the sum total of the paid-up share capital an d free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not includ e reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, an y 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 :

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- Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Acc ount (wherever applicable) undertaken/ signed by a Member of Institute o f Chartered Accountant of India (ICAI), which Bidders submit in support of comp liance to Qualifying Requirements (QR), will carry Unique Document Identific ation Number (UDIN) generated in line with the Gazette Notification of Co uncil of Institute of Chartered Accountant of India (ICAI).
- ii) Techno Commercial Bid Opening date shall be first scheduled Techno Commercial Bid Opening Date.
- iii) Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is re gistered with the Competent Authority as mentioned in the Bidding Documents.

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

However, the said requirement of registration will not apply to bidders from tho se countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is enga ged in development projects.

- **4.0** NTPC reserves the right to reject any or all bids or cancel / withdraw the Invitat ion for Bids/NIT without assigning any reason whatsoever and in such case no b idder / intending bidder shall have any claim arising out of such action.
- **5.0** Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified.
- **6.0** Transfer of bidding documents purchased by one intending bidder to another is not permissible.
- 7.0 Address for communication :

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

NTPC Limited, Central Procurement Group-I,

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

Naya Raipur,

Chattisgarh - 492101 (India)

Email: skkumar01@ntpc.co.in/ gbirganthia@ntpc.co.in

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.	1. TYPE OF BIDDING Single Stage Two Envelope		

		FOR NTPC Rihand
3.	PRICE BASIS	Bidders are requested to indicate the Price on "FOR NTPC Site basis.
4.	Tender Fee [NOT APPLICABLE]	Not Applicable as per GeM portal
		5.1 FOR SUBMISSION OF EMD
		The Bidder shall furnish, as a part of his Bid an Earnest More ey Deposit / Bid Security (in form BG or Insurance Sure ty Bond as per prescribed format) for the amount <u>a</u> <u>specified in the GeM portal</u> in a sealed envelope, supersibed on the top as under :
		Tender Number : Due Date of Bid Opening :(Date of Techno- Cor mercial Bid Opening) From(Name of the Bidder)."
		EMD envelope shall be submitted to:
		AGM (C&M- Purchase) NTPC Limited, Western Region II Headquarters, Plot No-87, ector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018
		 i.Scanned copy of EMD instrument to be submitted alo g with the online offer. Earnest Money Deposit in a separate sealed envelope should reach our office within 5 days of the chno-commercial bid opening. ii. BG shall be valid for a period of 45 days beyond the or ginal bid validity period or beyond any extension in the period of bid validity subsequently requested.
		5.2 Bidders shall ensure that the EMD envelope reaches NT C office latest by the deadline as mentioned in GeM GTC (i.e within 5 days of techno- commercial bid opening)
	EARNEST MONEY DEPOS	
5.	T (EMD) / BID SECURITY	
	[APPLICABLE]	

	5.3 In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarante e in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 5.4 below :	
	The issuing bank shall intimate through their own official e-ma il id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) alon g with following documents, before the deadline of submission of bids :	
	 a) The scanned copy of the BG. b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending. c) An undertaking from the issuing Bank strictly as per forma t enclosed ("Annexure Bank Undertaking") 	
	5.4 The bidder shall be required to submit all the docume nts in the manner as specified at para 5.3 above, to reach NTPC/Employer before the deadline for submission of bids, fa iling which its bid shall be rejected as being non-responsi ve and not opened. In such a case, Bidder shall also be re quired to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not late r than 10 days from the date of submission of Techno-Commer cial bids or before the Price Bid opening, whichever is earlier, f ailing which its bid shall be rejected and not considered for furt her evaluation.	
	5.5 Micro and Small Enterprises (MSEs) shall be exempted fr om payment of EMD. MSEs seeking exemption should upload /enclose a copy of Udyam Registration Certificate as a part of their bid failing which they run the risk of their bid being pass ed over as ineligible for the benefits applicable to MSE's	
	5.6 Benefits for MSEs as elaborated at para 5.5 above are ap plicable only for (a) Goods produced and (b) Services pr ovided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.	
Note : Format of Bid Security (BG or Insurance Surety Bond) shall be as attached in tender documents only(Pg : 20-23). No other format is acceptable.		

		der's/ Vend ugh secure SWIFT (in c	lor's Bank shall also s SFMS (in case of BGs ase of BGs issued fro	ling the physical BGs, the Bid send electronic message thro s issued from within India) or m outside India) to Employer' s are provided herein below :
		For Do	mestic BG	
		i)	Bank Name	ICICI Bank Limited
	CONFIRMATION OF ALL	ii)	Branch	Connaught Place Branch
6.	BANK GUARANTEES TH ROUGH STRUCTURED FI NANCIAL MESSAGING S YSTEM (SFMS) MODE B Y	iii)	Bank Address	9A, Phelps Building, Inner Circle, New Delhi - 110001
	- BIDDER'S/ VENDOR'S B ANKER	iv)	IFSC Code	ICIC000007
		orm of mes aging Syste The format e as below BG advisir MS Field Num	ssage format via SFM em) as provided by RE of the message for co : ng message: IFN 76 ber: Particulars (to	onfirmation of the BG shall b OCOV/ IFN 767COV via SF be mentioned in Row 1)
7.	VALIDITY OF OFFER	7037: NTPCBG (unique identifier)" 120 days from the date of Bid opening		
8.	TRANSFER OF BID DOCU MENTS	Documents purchased/ downloaded by the Intending Bidders cannot be transferred.		
9.	DOCUMENTS IN SUPPOR T OF MEETING THE QUAL IFYING REQUIREMENTS			
		ce like auth ards / Cont tificate, etc s based on bidding doo	nentic Work Orders / F ract Agreements, clie . in support of meetir which selection is to cuments.	ne details of the past experien Purchase Orders / Letter of Aw nt certificates, completion cer ng the Qualifying Requirement be made as per format of the
		rders/Lette eclare the s	r of Awards/Contract	ional Work Orders/Purchase O Agreements are required to d t which shall be additionally a
		NOTE :		
			so desire, may verify espective clients.	the performance of the bidder
				T, Employer may issue ely to prospective bidde

		rs, who have been considered qualified meeting s imilar Technical QR in another tender in the past, stating that while submitting their bid, they are n ot required to submit the details/ documents pert aining to reference plants/ works/ past experienc es in support of meeting Technical QR to the exte nt mentioned in the communication.
	COMPLIANCE ON Q UALIFYING REQUIR EMENTS	In case the bidder who has been issued such com munication from the Employer, intends to seek q ualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned i n such communication, then such bidder shall not be required to submit details/ documents pertaini ng to reference plants / works / past experiences in support of meeting Technical QR while submitti ng their bid.
		Such bidder shall be required to declare in Attach ment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received com munication from the Employer and are not requir ed to submit details/ documents pertaining to ref erence plants/ works/ past experiences for meeti ng Technical QR. However, the bidder shall be required to submit a ny other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Ve nture Agreements/ Technology Transfer Agreeme nts etc. (as applicable).
		ii. In case such bidder, who has been issued abov e communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisi te details pertaining to reference plants/ works al ong with supporting documents as sought in the bidding documents. In such a case, communicati on issued by the Employer as mentioned above s hall not be considered applicable.
10.		iii. All other bidders, who are required to submit t he details of the past experiences, shall submit al I the documents, in support of Technical Qualifica tion Requirements (such as copy of Purchase Ord ers/ Work Orders/ Contract Agreements/ Client Ce rtificates etc.), duly certified and verified for auth enticity from Independent Statutory Auditor of th eir Company or specified Third-Party Inspection A gency (TPIA).
		Further, wherever information can be drawn from books of accounts, records and other relevant do cuments, Bidders can also submit a certificate iss

ued by their Independent Statutory Auditor certif ying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly certi fied and verified documents from their Statutory Auditors or specified TPIA in support of meeting T echnical QR along with a certificate regarding ver ification of authenticity of documents as per the f ormat placed at Appendix I (Undertaking from St atutory Auditor) and/ or Appendix-II (Undertaking from TPIA). All the documents submitted by the bi dder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or s pecified TPIA.

iv. In case documents are certified & verified for a uthenticity through TPIA, the verification and certi fication of authenticity of documents is acceptabl e from any of the following TPIAs:

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

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

The following website may be referred for contact details of above ten (10) TPIAs: http://nabcb.qci.org.in/accreditation/reg_bod_insp ection bodies.php

Any document pertaining to reference work s/ plants in support of Technical QR, which i s not certified by specified TPIA or Statutor y Auditor of the bidder as per the format en closed with the bidding documents, shall no t be considered verified/ certified for the pu rpose of evaluation, and the bid shall be lia ble for rejection.

v. The Bidder shall be responsible to get the ir documents/ credentials in support of Qual ifying Requirements verified & certified by t heir Statutory Auditor(s) and/ or specified T PIAs. All the costs pertaining to third party verification and certification (including thos e by statutory auditors) shall be borne by th e Bidder. Employer shall have no liability (fi nancial or otherwise) towards the same and

		shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.
Notes :		
i)	by Bidder for NTPC or	ce work pertains to the Contract(s)/Works execute Subsidiary / JV companies of NTPC in the past n Contract(s)/Works, Bidder shall not be required t
ii)	In case a bidder sub which were duly certifi ecified TPIA for an ear	ate (s) along with its bid. omits documents / credentials in the present tende ied/ verified by Independent Statutory Auditor or s lier tender of NTPC including its JV/Subsidiary, the
iii)	It is clarified that w atory as per statute u	ed for the purpose of evaluation. here appointment of Statutory Auditor is not man nder which bidder has been incorporated, the opti specified TPIA shall only be considered for such bi
iv)	The undertaking issued	ued for previous tender (as per format) may be su for similar future tenders.
		'Class-I local suppliers' only are eligible to participate in this ender, as defined in the bidding documents/ Public Procurement nt (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may a pprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids." Only Class-I Local suppliers are eligible to Bid. Bid s received (if any) from Class-II Local Suppliers and d Non Local Suppliers shall be out rightly rejected
11.	ELIGIBILITY FOR PARTIC IPATION IN TENDER :	The local content requirement to categorize a Bidder/Supplie as 'Class-I local supplier' is minimum 60% and Class-II local s
	ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIB LE	 pplier is minimum 20% and less than 60% Note: (1) The Contractor shall not be allowed to sub- contract work to any sub-contractor/ sub-vendor from a country which shars s a land border with India unless such sub-contractor is registered with the competent Authority. The Competent Authority for the purpose of registration shal be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land lorder with India) to which the Government of India has extended lines of credit or in which the Government of India is engiged in development projects. The Contractor may apprise its If of the updated lists of such countries available in the website of the Ministry of External Affairs.
12.	JURISDICTION	
		Raipur

13.	PLACE OF ARBI TRATION	
		New Delhi, India
14.	INSURANCE	Transit Insurance shall be inclusive in Bidders "FOR Sit e" price.
15.	FREIGHT	Freight charges shall be inclusive in Bidders "FOR Site" price.
16.	PACKING AND FORWARDING	Packing & Forwarding shall be inclusive in Bidder's "FO R Site" price.
17.	DELIVERY SCHEDULE/ CO MPLETION SCHEDULE	180 days from the date of issue of GeM order
18.	Quantity Variation	Not Applicable
19.	PAYMENT TERMS	100% within 30 days of receipt and acceptance of material at NTPC Stores

		ontract Performance Guarantee, if applicable, for due perform ance of the Contract(s)/ Order(s) in form acceptable to the En ployer.
	CONTRACT PERFORMAN CE GUARANTEE (CPG) / PERFORMANCE BANK G UARANTEE (PBG)	 b. CPG/PBG may be submitted in the following form : An irrevocable Bank Guarantee as per the NTPC standard for mat from any Nationalized bank/ Scheduled Bank as acceptal le to NTPC as per list enclosed. c. Failure of the supplier to submit the above-mentioned Cont act Performance Guarantee shall constitute sufficient ground for the annulment of the award and action will be taken as pr ITB clause-16. d. The successful bidder shall be required to furnish the CPG/BG for an amount equal to 10% of total order value. CPG/PBG should be valid for a period of three months (3 months) beyo d the expiry of warranty period. The CPG should be submitted within 30 days of placement or award.
		The Bank Guarantee (BG) shall be accompanied with the BG orwarding letter in the format attached as (CPG Annexure) in he bidding documents.
21.		
	TAXES & DUTIES	Inclusive
22.		18 months from the date of supply or 12 months from the da e of commissioning/use whichever is earlier
	Warranty/Guarantee	The Guarantee/ Warranty Terms and Conditions shall be appl cable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by he Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the supplier
23.		Supplied items should be interchangeable with existing equi ment at site.
	Fitment/Interchangeabili ty	The Fitment/Interchangeability Terms and Conditions shall be applicable to the material supplied against the PO. No separa e Fitment/Interchangeability Certificate is required to be subn itted by the Supplier along with the material. The Fitment/Inter rchangeability terms and condition shall be binding on the su plier
24.		
	INSPECTION	PDI applicable
25.		
	Quality Plan	Attached

26.		
	INTEGRITY PACT	NOT APPLICABLE
27.	Evaluation Criteria	 Lumpsum Splitting of line item quantity is not applicable
28.	CONTRACTOR'S LABOUR	Contractor's Labour Information Management System (CLIMS): (a)The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (CLIMS), which will be installed by the Employer.
	INFORMATION MANAGEM ENT SYSTEM	(b)The entry and exit of all contract labor to the plant premise s will be through Gate Access Control System of above 'Contractor's Labor Information Man agement System'.
	(NOT APPLICABLE)	 (c)It will be the responsibility of the Contractor to ensure time y exit of all labors from the plant premises after completion of job of that day. (d)The contractor has to abide with all the statutory compliant
29.	Safety	ce applicable to its workers and employees and update the de tails of the same in the above System. The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the state tory requirements (including amendments thereof), a s applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender we bsite <u>http://www.ntpctender.com.</u>
30.		
	LIQUIDATED DAMAGES GST ON LIQUIDATED DA MAGES	Applicable GST extra as applicable shall also be levied on Liquidated Da mages.
31.	SITE/ DELIVERY ADDRES S/ BILLING ADDRESS	As per BOQ

NTPC Policy and procedu res for Debarment from Business Dealings & Fra ud Prevention Policy NTPC policy and procedures for Debarment from Business Dealings & Fraud Prevention Policy with its amendments from time to tim e are integral part of this tender document. Bidders are requested to go through these policies available on our website <u>https://ntp</u> <u>ctender.ntpc.co.in</u>. The bids submitted agai nst this tender construe that bidders are in agreement and accept all the clauses of the se policies.

Any dispute arising out of this contract shall be d ealt as per the NTPC dispute resolution policy and procedures with its amendments from time to tim e.

The Bidder along with its associate/collabor ators/sub-contractors/ sub vendors/consulta nts/service providers shall strictly adhere to the Fraud Prevention

Policy of EMPLOYER displayed on its tender website <u>https://ntpctender.ntpc.co.in</u> and s hall immediately apprise Employer about an y fraud or suspected fraud as soon as it comes to their notice.

The Employer has in place a policy and procedure s for Debarment from Business Dealings and sam e is displayed on its tender website <u>https://ntpc</u> <u>tender.ntpc.co.in</u>. Business dealings may be wi thheld or banned with the Bidder/Contractor on a ccount of any default by the contractor.

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

The Employer reserves the right to accept or reje ct any Bid, and to annul the bidding process and r eject all Bids at any time prior to Contract award, without there 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.

33.	Adherence to Employer's Anti-Bribery and Anti-Co rruption (ABAC) Policy)	Bidder shall submit declaration in the format as provide d in Annexure ABAC
34.	One Bid One Bidder	As per Clause 29 of GeM GTC.
		A Declaration to this effect shall be submitted along with the bi d as per attached format (Annexure –1B)
35.	Any other condition	On placement of order, agency along with the invoice and othe r documents shall also submit photograph(soft copy) of the sup plied material (in unpacked condition).
36.	Bid to be addressed to	GM (C&M)-CPG-1/ AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87 , Sector-24, Atal Nagar, Naya Raipur, Raipur Chhattisgarh - 492018 Email:- <u>usgupta01@ntpc.co.in/</u> gbirganthia@ntpc.co.in
37.	CONTACT PERSONS / A DDRESS	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 Chh atisgarh-492018
	E mail ID	skkumar01@ntpc.co.in / gbirganthia@ntpc.co.in

Disclaimer/अस्वीकरण

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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