



बिङ संख्या/Bid Number: GEM/2025/B/6412124 दिनांक /Dated: 11-07-2025

# बिड दस्तावेज़ / Bid Document

ৰি বিব	वरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-08-2025 16:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-08-2025 16:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power		
विभाग का नाम/Department Name	Na		
संगठन का नाम/Organisation Name	Ntpc Limited		
कार्यालय का नाम/Office Name	Cg		
कुल मात्र/Total Quantity	520		
वस्तु श्रेणी /Item Category	M4663056257, M4663056258, M4663056259, M4663056260, M4663056261, M4663056262, M4663056263, M4663056264, M4663056265, M4663056266		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	BBD 4760 MILL SHELL LINER		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>Grinding Media Balls as per IS 6079</li> <li>Pulverizer</li> </ul>		
बीओक्यू शीर्षक /BOQ Title	Procurement of Shell Liners for BBD 4760 Mills at NTPC Unchahar		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No		

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना	
चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Νο
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	M4663056257
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Νο
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

# ईएमडी विवरण/EMD Detail

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

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI	

ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	78

(a). 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 विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

#### লাभार्थी /Beneficiary :

GM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 (Durga Prasad Pradhan)

# **UIN Number NCTGC2415P**

#### विभाजन/Splitting

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

#### **Reserved for Make In India products**

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Reserved for Make In India products	Yes	

#### एमएसई खरीद वरीयता/MSE Purchase Preference

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

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are

excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

# M4663056257

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

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	40	180

#### M4663056258

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

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	160	180

# M4663056259

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

# तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	160	180

# M4663056260

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

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	8	180

# M4663056261

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

# तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	20	180

# M4663056262

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

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	20	180

# M4663056263

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

# तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	40	180

# M4663056264

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

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	32	180

# M4663056265

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

# तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	20	180

# M4663056266

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

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Alok Sharma	229406,Feroz Gandhi Unchahar Thermal Power Station P.O,UNCHAHAR RAEBARELI	20	180

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

# 1. Scope of Supply

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

# 2. 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.

# 3. Buyer Added Bid Specific ATC

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

# अस्वीकरण/Disclaimer

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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 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. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

- 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा *I*/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.

---धन्यवाद/Thank You---

# Tender Enquiry No. 9900306141

**Bill of Materials** 

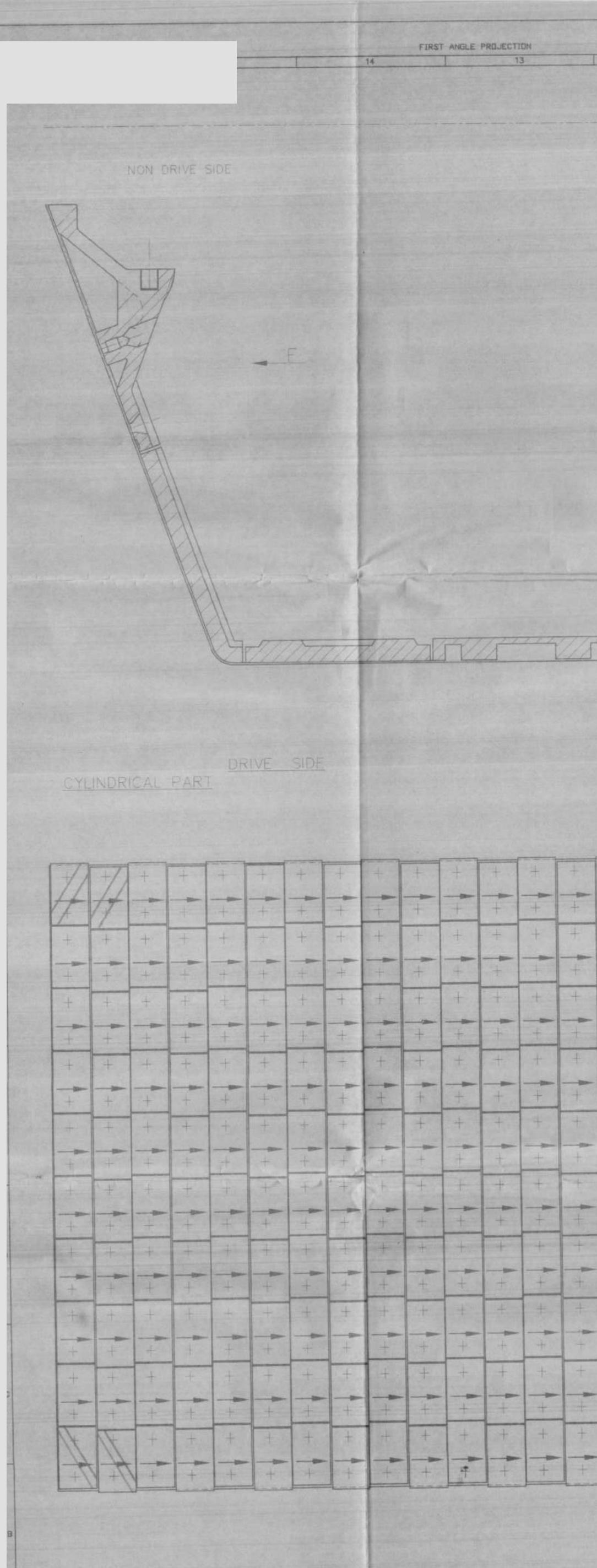
<b>Delivery Add</b>	lress:												
Feroz Gandhi Unchahar STPS													
P.O,UNCHAHAR													
RAEBARELI													
Uttar Pradesh													
229406													
India													
Tel: 05311-2780	081/278050 Fax: 05311-278	8018/278050											
	:- NO - Number )												
ltem	Material Code	Description	UoM*	Total Quantity	Delivery Date								
00010	M4663056257	LONG CONICAL LINER	NO	40.000	01.09.2025								
00020	M4663056258	CYLINDRICAL LINER I	NO	160.000	01.09.2025								
00030	M4663056259	CYLINDRICAL LINER II	NO	160.000	01.09.2025								
00040	M4663056260	INLET SIDE LINER	NO	8.000	01.09.2025								
00050	M4663056261	OBLIC WAVE -I LINER	NO	20.000	01.09.2025								
00060	M4663056262	OBLIC WAVE- II LINER	NO	20.000	01.09.2025								
00070	M4663056263	SHORT CONICAL LINER	NO	40.000	01.09.2025								
00080	M4663056264	INLET SIDE LINER	NO	32.000	01.09.2025								
00090	M4663056265	OBLIC WAVE-III LINER	NO	20.000	01.09.2025								
00100	M4663056266	OBLIC WAVE-IV LINER	NO	20.000	01.09.2025								

#### **TECHNICAL DATA SHEET**

00010 - M4663056257
Specification
BOILER, PARTS
PART NAME : LONG CONICAL LINER
DRAWING & POSITION NUMBER : BBD-4760-UCR-02
EQUIPMENT NAME : BALL & TUBE MILL
EQUIPMENT MODEL : BBD 4760
ADDITIONAL INFORMATION : WITH BOLT, NUT AND WASHER
FOR BALL & TUBE MILL,MODEL BBD-4760
00020 - M4663056258
Specification
BOILER, PARTS
PART NAME : CYLINDRICAL LINER I
DRAWING & POSITION NUMBER : BBD-4760-UCR-09
EQUIPMENT NAME : BALL & TUBE MILL
EQUIPMENT MODEL : BBD 4760
ADDITIONAL INFORMATION : WITH BOLT, NUT AND WASHER
FOR BALL & TUBE MILL, MODEL :BBD-4760
00030 - M4663056259 Specification
DRAWING & POSITION NUMBER : BBD-4760-UCR-10
EQUIPMENT NAME : BALL & TUBE MILL
ADDITIONAL INFORMATION : WITH BOLT, NUT AND WASHER
FOR BALL & TUBE MILL,MODEL BBD-4760
00040 - M4663056260
Specification
BOILER, PARTS
PART NAME : INLET SIDE LINER
DRAWING & POSITION NUMBER : BBD-4760-UCR-08
EQUIPMENT NAME : BALL & TUBE MILL
EQUIPMENT MODEL : BBD 4760
ADDITIONAL INFORMATION : WITH BOSS, FOR BALL & TUBE MILL
MODEL NUMBER:BBD-4760
00050 - M4663056261
Specification
BOILER, PARTS
PART NAME : CYLINDRICAL LINER WITH OBLIC WAVE -I
DRAWING & POSITION NUMBER : BBD-4760-UCR-03
EQUIPMENT NAME : BALL & TUBE MILL
EQUIPMENT MODEL : BBD 4760
00060 - M4663056262
Specification
BOILER, PARTS
PART NAME : CYLINDRICAL LINER WITH OBLIC WAVE- II
DRAWING & POSITION NUMBER : BBD-4760-UCR-04

# NTPC Limited ( A Government of India Enterprise )

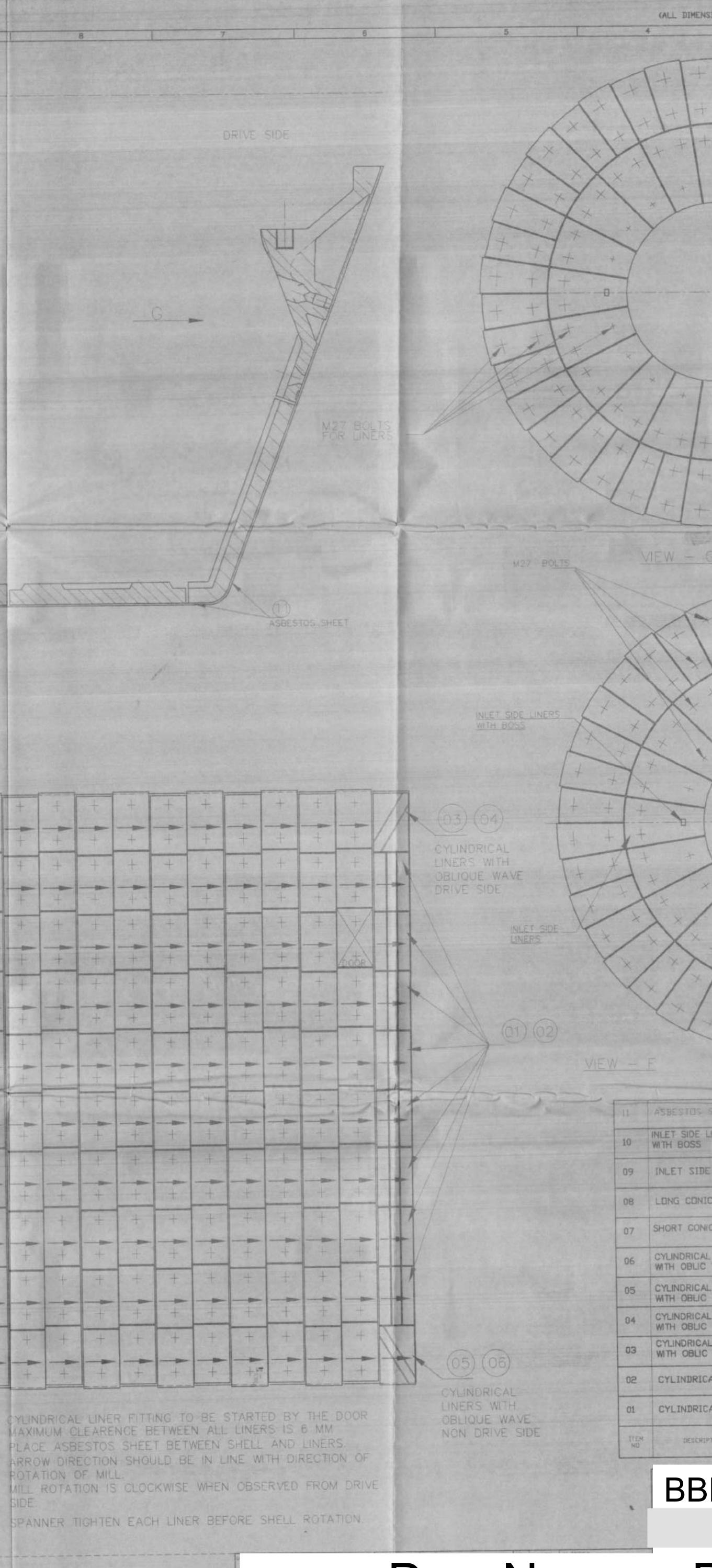
Tender Enquiry No. 9900306141
EQUIPMENT NAME : BALL & TUBE MILL EQUIPMENT MODEL : BBD 4760 ADDITIONAL INFORMATION : WITH BOLT,NUT AND WASHER,OBILQUE WAVE, FOR BALL & TUBE MILL,MODEL BBD4760
00070 - M4663056263
Specification         BOILER, PARTS         PART NAME       : SHORT CONICAL LINER         DRAWING & POSITION NUMBER       : BBD-4760-UCR-01         EQUIPMENT NAME       : BALL & TUBE MILL         EQUIPMENT MODEL       : BBD 4760         ADDITIONAL INFORMATION       : WITH BOLT,NUT AND WASHER         FOR BALL & TUBE MILL,MODEL 4760
00080 - M4663056264
Specification         BOILER, PARTS         PART NAME       : INLET SIDE LINER         DRAWING & POSITION NUMBER       : BBD-4760-UCR-07         EQUIPMENT NAME       : BALL & TUBE MILL         EQUIPMENT MODEL       : BBD 4760         ADDITIONAL INFORMATION       : WITHOUT BOSS,FOR BALL & TUBE MILL         MODEL NUMBER:BBD-4760
00090 - M4663056265
Specification         BOILER, PARTS         PART NAME       : CYLINDRICAL LINER WITH OBLIC WAVE-III         DRAWING & POSITION NUMBER       : BBD-4760-UCR-05         EQUIPMENT NAME       : BALL & TUBE MILL         EQUIPMENT MODEL       : BBD 4760         ADDITIONAL INFORMATION       : WITH BOLT,NUT AND WASHER,OBILQUE WAVE         FOR BALL & TUBE MILL,MODEL 4760
00100 - M4663056266
Specification         BOILER, PARTS         PART NAME       : CYLINDRICAL LINER OBLIC WAVE-IV         DRAWING & POSITION NUMBER       : BBD-4760-UCR-06         EQUIPMENT NAME       : BALL & TUBE MILL         EQUIPMENT MODEL       : BBD 4760         ADDITIONAL INFORMATION       : WITH BOLT,NUT AND WASHER OBILQUE WAVE         FOR BALL & TUBE MILL,MODEL 4760



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Standardised Quality Plan								
Item	MILL SHELL LINER							
SQP No.	CPG-QA-SQP-M-086							
Rev	0							

# NTPC

# MANUFACTURING QUALITY PLAN

Name & Address of Manufacturer :		Item: Hi-Chrome Mi	II Shell Line	er	QP No		Pro	oject :	T					
		in the second second			Rev No.		Pac	kage :				4		
					Date		Contrac							
		Sub-system:	Sub-system:						Sup					
	Company the Operation	Characteration	Classifi	Type of	Quantum of Check		Reference	Acceptence	Record		Agency		су	Remark
S.No	Component & Operation	Characterstics	cation	Check	М	C/N	Document	Norm	Format	D	М	С	N	Kemark
1.0	In-Process Inspection	Long and the second second		1.									-	A Standard Barris & L
1.1	Molten Metal	Ladle Analysis	Major	Chemical Analysis	1 Sample per melt	1 Sample per melt	PO Spec/ Apvd Datasheet/ Apvd Drawing	PO Spec/ Apvd Datasheet/ Apvd Drawing	тс	Y	Р	v	v	
1.2	Hi-Chrome Liner Casting	Surface Examination	Major	Visual	100%	100%	- Do -	- Do -	IR	Y	Р	v	v	
		Heat Treatment	Major	Time and temperature	100%	100%	- Do -	- Do -	HT Chart	Y	Р	v	v	Refer Note-1
	ne yent Alla va (M. W.	Surface Hardness	Major	Hardness check	100%	100%	- Do -	- Do -	Test Report	Y	Р	v	v	Refer Note-2
	Second Basel In 1997 Second	Dimensions	Major	Measurement	100%	100%	- Do -	- Do -	IR	Y	Ρ	V	V	
	a retricted Hambeers & Messon Havenberg (4, 2) • Anthogos (Messon Hamberg)	Chemical	Major	Chemical test	1 sample / heat	1 sample / heat	- Do -	- Do -	Test Report	Y	Р	v	v	ana ang ang ang ang ang ang ang ang ang
	de vales am balles e senatos ana claster da de osdas bases ascara to amunacional de	Micro Structure	Major	Micro Examination	1 sample / HT Batch	1 sample / HT Batch	- Do -	- Do -	Test Report	Y	P	v	v	Refer Note-3
2.0	Final Inspection of High Chrome Liner Castings	w V experience Station	a na bana	C. relation - m	2 your and a store	aNota insta	ungende Ald	ensionere - 10 con	united and R	a.e.				Contractor Programme (

Remarks: (Note-1):- Manufacturer to submit Heat Treatment procedure in this offer. Suitable Heat treatment shall be decided & implemented by manufacturer to achieve required Hardness & Micro- Structure properties. (Note-2):- Surface Hardness to be checked on casting with Equotip Hardness Tester. (Note-3):- Microstructure and Retained Austenite: Manufacturer to arrange reference photographs as per referred standard/ requirement for comparison with sample results. (Note-4):- Visual Inspection: The casting shall be free from defects such as blow holes, sand inclusion, shrinkage cavities, etc. which may adversely affect the utility of the casting. Following defects are unacceptable: (a) Sand & slag inclusions, blow holes: Depth of defect > 5mm. (b) Riser and ingate undercut in parent material >6mm. (Note-5):- Manufacturer to ensure identification of components by "As Cast" Heat Number/ Manufacturer Identification.

D-Documents. Records identified with 'Y' mark shall be included by supplier in QA Documentation. M-Manufacturer / Sub-supplier, C-Supplier, N-NTPC, P-Perform, V-Verify, W-Witness

Signature & Seal

# Page 2 of 2

# NTPC

# MANUFACTURING QUALITY PLAN

Name	& Address of Manufacturer :	Item: Hi-Chrome Mil	Shell Line	r		QP No	and the second second second	Pr	oject :	1.				
		- in the second second		Rev No.		Pac	kage :							
		Parken and and	Shifts -	Date		Contrac	t No :		. 1					
	n an SupoBers	Sub-system:	ati <sup>a</sup>	Page	2 of 2	Main- Supplier :			-					
CNO	Component & Operation	Characteration	Classifi	Type of	Quantum	of Check	Reference	Acceptence	Reco	rd	A	gend	су	tream and in the second
S.No	Component & Operation	Characterstics	cation	Check	м	C/N	Document	Norm	Format	D	M	С	N	Remark
2.1	Finished Product	Surface Examination	Critical	Visual	100%	10% per offered Lot	PO Spec/ Apvd Datasheet/ Apvd Drawing	PO Spec/ Apvd Datasheet/ Apvd Drawing	IR	Y	Р	w	w	Refer Note-4
		Surface Hardness	Critical	Hardness check	100%	10% per offered Lot	- Do -	- Do -	Test Report	Y	Р	w	w	Refer Note-2
		Dimensions	Critical	Measurement	100%	10% per offered Lot	- Do -	- Do -	Test Report	Y	Р	w	w	
		Grade Verification	Critical	PMI test	100%	10% per offered Lot	- Do -	- Do -	Test Report	Y	Р	w	w	by XRF Analyser
		Micro Structure & Retained Austenite	Critical	Micr Refere	1 sample / ence and	1 sample / tch	- Do -	- Do -	IR	Y	Р	w	w	Refer Note-3
(Note-2 require casting	rks: (Note-1):- Manufacturer to submit Heat Tr 2):- Surface Hardness to be checked on casting ment for comparison with sample results. (Note J. Following defects are unacceptable: (a) Sand nents by "As Cast" Heat Number/ Manufacture	e-4):- Visual Inspection: & slag inclusions, blow	The castir holes: De	ote-3): ng shall shall b pth of c follow	be derived ving in the	from blow same <sup>gate</sup>	tenite: Manufac holes, sand inc	turer to arrange lusion, shrinkag	reference e cavities,	photog etc. w	graph hich	ns as may	s per	& Micro- Structure properties. r referred standard/ versely affect the utility of the o ensure identification of
D-Doci	uments. Records identified with 'Y' mark shall b	e included by supplier i	n QA Docu	mental seque	nce-a) N I	PC pplier	r, C-Supplier, N	NTPC, P-Perfo	rm, V-Verit	fy, W-V	Vitne	SS		Conversion Conversion
364	non, sessent8 exterit à assentese distilipen de	union of the post-		Appro data al	veu urawi	ing /	eptance no	rms shall be	e derive	d fro	m fe	ollo	wi	ng in the same sequer
Manufacturer/ Sub-supplier         Main Supplier         CHP - Customer         data sheet b) NTPC         Acception														

Cleared by NTPC and NTPC Approved drawing / data sheet b) NTPC tech specs c) Purchase Order d) Relevant national standard e) Relevant International standard f) Manufacturer's standard g) Good Engineering practices.

2. Main contractor column C may please be ignored.

# **Technical Specifications**

1. **Material Specification**: HIGH CROME LINER FOR BBD- **4760** MILLS with Chemical composition:- Carbon-2.4 to 2.8%, Manganese-0.5 to 1.5%, Chromium- 22 to 28%, Silicamax.1%, Nickel- max. 0.5%, Molybdenum- max. 0.6%, Sulphur- max. 0.06%, Phosphorousmax. 0.06%, copper- max. 1%

2. Hardness: 57 to 62.5 HRC.

3. Microstructure shall essentially be consisting of primary carbides in Martensitic matrix with maximum retained austenite of 8%.

4. During bidding, the bidders have to submit the NTPC MQP duly stamped and signed as a token of acceptance of MQP.

5. Upon placement of PO, vendor has to submit the following for site approval-

• The overall dimensional drawings of profiled liners and fasteners (Nut, bolts and washers).

Detailed list of fasteners for different variant of liners is to be submitted

- Technical data sheet mentioning the details of HT cycle.
- Bill of materials for a set of liners
- Technical Specification for the required EPDM rubber sheet, CAF sheet and Fasteners.
- MQP for fasteners.

6. PDI shall be carried out at vendor's works as per NTPC approved drawing, technical specification/ technical data sheet, MQP for fasteners and NTPC MQP for Liners.
7. Vendor has to submit interchangeability certificate (interchangeability of individual item with the respective original items with respect to profile, dimension & tolerance) of liners and material test certificates of the liners & fasteners along with the supply.
8. Vendor has to furnish Performance Bank Guarantee for a period of **30000- running hours**

of the liners or 6 years from the date of receipt, whichever is earlier.

The agency shall submit PBG initially for a period of 24 months and shall keep extending it for one year/two year every time till above contract commitment is fulfilled

9. During installation, vendor has to deploy their staff to our site for supervising the process of installation of the liners supplied by the vendor. Ensuring and verification of correct fitment shall be the responsibility of the vendor. This deployment of supervisory staff shall be without any additional cost to NTPC. The replacement of one set of liners takes about two weeks. Vendor shall be intimated well in advance before installation starts. **SUPPLY CONDITION:** 

- i) Each variant of liners shall be packaged in separate crates with no mixing up of liner with different material code.
- Liners are to be supplied in steel crates (strong enough to be handled at openyard long down the time) with open-able wooden lid (to facilitate inspection). As an additional measure for handling the crates, proper lifting lugs be welded to the crates.
- iii) Proper identification/marking of the crates to be done w.r.to variant (material code) and PO number. Package list to be provided along with the supply.
- iv) CAF gaskets and rubber gaskets to be properly seal-packed in polyethylene cover and then in wooden crates marked with PO number. A crate of CAF and rubber gaskets shall contain only the apportioned qty required for a set of liners only.

- v) Fasteners shall preferably be of fine thread with good surface finish of the thread. Bolt-heads shall be proper to ensure appropriate counter-sunk (head should not protrude out) w. r. to the liners. A crate of hardware (Bolt, nut, rubber backed washers) with PO number mentioned on it shall contain only the qty apportioned for a set of liners. Fasteners of different sizes should be packed in different packs and labelled for easier identification for subsequent operations.
- vi) Inspection of material (liners received with MDCC) at our R&I shall be done on receipt of materials required for completeness of liner-set with hardware and gaskets i.e. one mill-requirement.

LINER PROFILE: Agency has to confirm that the liner profile is of same profile

as original.

# **GUARANTEE/ WARRANTY CONDITION:**

A. The guaranteed wear life of liners should be 30000 hours minimum against failure i.e. breakage, crack and abnormal wear. Vendor has to submit guarantee certificate in this regard. (Abnormal wear means: The crest thickness of cylindrical liners 95 mm becoming less than 70 mm and or the end thickness of 40 mm becoming less than 20 mm.
B. No credit shall be given to the vendor for extra life beyond the guaranteed life.

SI. No.	Material Code	Description	Qty (no.)			
01	M4663056257	LONG CONICAL LINER	40			
02	M4663056258	CYLINDRICAL LINER	160			
03	M4663056259	CYLINDRICAL LINER01	160			
04	M4663056260	INLET SIDE LINER	8			
05	M4663056261	OBLIC WAVE -1 LINER	20			
06	M4663056262	OBLIC WAVE- II LINER	20			
07	M4663056263	SHORT CONICAL LINER	40			
08	M4663056264	INLET SIDE LINER	32			
09	M4663056265	OBLIC WAVE-III LINER	20			
10	M4663056266	OBLIC WAVE-IV LINER	20			
11		Fasteners with nut and rubber backed washer for different variant of liners	Sufficient qty for one Mill			
12		Rubber gasket	Sufficient qty			

# BILL OF MATERIAL: The following bill of material is for a set of liner required for one mill-

		for one Mill
13	CAF gasket	Sufficient qty
		for one mill

Vendor has to supply Set of Liner fixing bolts, nut, washer and set of backing material (EPDM Rubber sheet/ C F Sheet etc.) as per OEM design for the installation of liners. The cost of these materials are to be included in the cost of the liners hence, there shall not be separate payment for these items. Liner wise detailed list of fasteners to be submitted along with the supply.

2. In case of Breakage/ Wear of Liners.

A. Free Replacement of the liner if it fails before 10,000 hrs of Operation. In case of Breakage / Cracking of Liners before 10,000 hours in part or Full, The same has to be replaced. B. Pro Rata Recovery if the liner fails after 10,000 hrs of Mill Operation

# **INVITATION FOR BIDS (IFB)**

#### NTPC LIMITED

#### (A GOVERNMENT OF INDIA ENTERPRISE)

#### Central Procurement Group-I, Raipur

#### INVITATION FOR BIDS (IFB) (DOMESTIC COMPETITIVE BIDDING)

# NTPC invites online bids for <u>"PROCUREMENT OF SHELL LINERS FOR BBD 4760</u> <u>MILLS AT NTPC UNCHAHAR."</u>

#### **Brief Details:**

NIT No.	NTPC/USSC-CPG1/ 9900306141
Tender Fees	Not Applicable
EMD	INR 2,00,000.00 (Two Lakhs Only)
Delivery/ Completion period	Within 180 days from PO

#### General Terms & Conditions:

1. NTPC reserve the right to assess bidder's capability and capacity of the bidder for carrying out the supplies and the decision of NTPC in this regard shall be final.

2. NTPC reserves the right to accept or reject any or all the tenders in part or full including rejection of any request for issue of tender documents, alter the quantities or split the order without assigning any reason thereof.

3. Above details are only indicative. Other detailed terms and conditions shall be as per tender documents.

Address for Communication: 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 Chhatisgarh-492018 Email:<u>amitksingh@ntpc.co.in/ dppradhan@ntpc.co.in</u>

Contact Nos.: Amit Kumar Singh: 9415335083/ Durga Prasad Pradhan: 7008084608

# **BUYER ADDED ADDITIONAL TERMS & CONTIONS (ATC)**

# 1. TERMS & CONDITIONS:

- 1. **Delivery/ Completion Period:** Within 180 days from GeM PO
- 2. **Payment Term:** 100% payment within 30 days of Receipt & Acceptance Certificate of material at site.
- 3. Vendor has to supply Set of liner fixing bolts, nut, washer and set of backing material (EPDM Rubber sheet/ C F Sheet etc.) as per OEM design for the installation of liners. The cost of these materials are to be included in the cost of the liners hence, there shall not be separate payment for these items. Liner wise detailed list of fasteners to be submitted along with the supply.
- 4. **Inspection:** Pre dispatch inspection (PDI) shall be carried out by NTPC RIO at the works of vendor as per technical specification, drawing, standard quality plan, etc. Material to be dispatched only after issue of MDCC from NTPC.

Vendor shall submit following documents along with Supply (Applicable for All Items) -

- a) GUARANTEE CERTIFICATE.
- b) INTERCHANGEABILITY/ FITTMENT CERTIFICATE.
- c) CERTIFICATE OF CONFORMANCE w.r.to Original profile of liners.

# 5. WARRANTY / GUARANTEE:

- A. The guaranteed wear life of liners should be 30000 hours minimum against failure i.e. breakage, crack and abnormal wear. Vendor has to submit guarantee certificate in this regard. (Abnormal wear means: The crest thickness of cylindrical liners 95 mm becoming less than 70 mm and or the end thickness of 40 mm becoming less than 20 mm.
- **B.** No credit shall be given to the vendor for extra life beyond the guaranteed life.
- 6. In case of Breakage/ Wear of Liners:
  - A. Free replacement of the liner if it fails before 10000 Hrs of operation. In case of breakage/ cracking of liners before 10000 Hrs in part or full, the same has to be replaced on free of cost basis.
  - **B.** Pro rata recovery, if the liner fails after 10000 Hrs of mill operation.
- 7. During Installation, vendor has to deploy their staff to site for supervising the process of installation of the liners supplied by the vendor. Ensuring and verification of correct fitment shall be the responsibility of the vendor. This deployment of supervisory staff shall be without any additional cost to NTPC. The replacement of one set of liners takes about two weeks. Vendor shall be intimated well in advance before installation starts.
- 8. **PBG (Performance bank Guarantee):** Vendor has to furnish Performance Bank Guarantee of **5% of GeM Contract Value** for a period of 30000 running hours of the liners or 6 years from the date of receipt, whichever is earlier. The agency shall submit PBG initially for a period of 24 months and shall keep extending it for one year/two year every time till above contractual commitment is fulfilled.

# 2. Evaluation Criteria:

Total Value Wise Evaluation. Lowest Bidder shall be evaluated on overall prices quoted (lumpsum) on FOR NTPC Site Store basis.

# 3. ELIGIBILITY FOR PARTICIATION IN TENDER:

'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

# The minimum local content shall be 50%.

The 'Class-I local supplier' shall be required to provide, in the Bid Form/relevant attachment of Techno- Commercial bid, self-certification/declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made. Format is attached as **Annexure A**.

Bids for item(s) which do not meet the Minimum Local Content as mentioned above, shall be considered non-responsive and shall not be evaluated in respect of such item(s) i.e. shall be rejected for such item(s).

# <u>Annexure A</u>

Bidding Document No:

# **Declaration of Local content**

Dear Sir,

1.1 We have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers" enclosed with the Bid Data Sheets.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of	Description of Goods	Details of the location(s) at
BOQ		which the local value
		addition is made
10	LONG CONICAL LINER	
20	CYLINDRICAL LINER I	
30	CYLINDRICAL LINER II	
40	INLET SIDE LINER	
50	OBLIC WAVE -I LINER	
60	OBLIC WAVE- II LINER	
70	SHORT CONICAL LINER	
80	INLET SIDE LINER	
90	OBLIC WAVE-III LINER	
100	OBLIC WAVE-IV LINER	

1.2 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##

## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.

- 2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).
- 3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.
- Note : 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
  - 2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

# 4. QUALIFYING REQUIREMENT

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

# 1.1 Technical Criteria:

**1.1.1** The bidder should be a manufacturer of Coal Mill Spares and should have supplied "Coal Mill Liner(s)" to any Thermal Power Plant, within the preceding seven (07) years prior to the date of techno-commercial bid opening.

**1.1.2** The bidder should have supplied coal mill spares 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. 118 Lakh

# OR

B. Two (2) orders having executed value not less than Rs. 74 Lakh each

# OR

C. Three (3) orders having executed value not less than Rs. 59 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 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 bidder's client shall be considered acceptable.
- 3. For arriving at the executed value of work specified above, basic amount 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 than **Rs. 148 Lakh (Rupees One Hundred & Forty-Eight lakh only)** during 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 statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered

acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

- a) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.
- b) 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 Annual Report of the company.

**1.2.4** In cases where audited results for the last preceding financial year 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 consecutive 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:

- 1. Other income shall not be considered for arriving at annual turnover.
- 2. "Holding Company" and "Subsidiary Company" shall have the meaning 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 free 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 depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- 4. MSE-SC/ST & MSE-Women bidders are exempted from meeting the Average Annual Turnover (AATO) requirement of financial QR. Accordingly, for these bidders Evaluation shall be carried out only based on Technical Criteria of Qualifying Requirements.

# 5. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS:

The Bidder shall submit documents towards in support of meeting the QR stipulated in the Detailed NIT along with their bid **(ANNEXURE I)** which shall include:

a) Company Registration certificate / certificate of incorporation/ Partnership agreement etc.

b) Memorandum and Article of Association including changes in the constitution of the firm/company, name and address/(es) of Sole proprietor / partners / board of directors, partnership deed (up to date), if any, in case of partnership firm and affidavit for proprietorship concern.

c) Copy of GST Registration document.

d) Copies of the Letter of Award/Purchase orders/Contracts along with Certificate(s) from the Client(s) for successful execution of the assignment with value and period of executions in support of meeting the QR as stipulated in NIT.

e) Copies of financial statement in support of meeting the QR as stipulated in NIT

f) Any Other Document in support of meeting the QR as stipulated in the Detailed NIT

The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors 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** (Undertaking from Statutory Auditor) and/ or **Annexure III** (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.

# Details of submitted copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified by statutory auditors or specified TPIA should be entered in Annexure I.

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (https://ntpctender.ntpc.co.in/) under "Policy for Document Authentication Process in Tenders of NTPC Ltd" tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.

The following website may be referred for and accreditation validity of above mentioned TPIAs:

http://nabcb.qci.org.in/accreditation/reg\_bod\_inspection\_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 documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall 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.

# Note:

1) In case a bidder submits documents / credentials in present tender duly certified/ verified by Independent Statutory Auditor or specified TPIA for an earlier tender of NTPC including its JV /Subsidiary, the same shall be considered for the purpose of evaluation. In such case the undertaking submitted for previous tender (as per format) may be submitted by the bidders for evaluation against the said tender. 2) It is clarified that where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.

3) NTPC reserve the right to self-verify execution of GeM POs on GeM Portal [for the POs where Status of execution is maintained as 'Order Paid']"

Bidders are required to fill Annexure I/ IA properly. *These references shall only be considered to ascertain the* bidder's compliance to Qualifying Requirement (QR).

# Tender Reference/ NIT No:

**ANNEXURE I** 

Summary of Details & Documents in support of QR

Bidders Name and Address:

Τo,

# GM(C&M)

NTPC Limited, Central Procurement Group-I, NTPC WR-II office, Sector-24, Tuta, Naya Raipur, Chattisgarh - 492101 (India)

QR	QR Stipulation as in NIT	Meet	Brief Description along with
No.		(Yes/No)	supporting documents
1.1	Technical Criteria		
	<b>1.1.1</b> The bidder should be a manufacturer of Coal Mill Spares and should have supplied "Coal Mill Liner(s)" to any Thermal Power Plant, within the preceding seven (07) years prior to the date of techno-commercial bid opening.		
	<b>1.1.2</b> The bidder should have supplied coal mill spares 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. 118 Lakh		
	OR		
	<ul> <li>B. Two (2) orders having executed value not less than Rs. 74 Lakh each</li> </ul>		
	OR		

	<ul> <li>C. Three (3) orders having executed value not less than Rs. 59 Lakh each</li> <li><u>Notes for Technical Criteria:</u></li> <li>1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.</li> <li>2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.</li> <li>3. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break –up of basic value and taxes.</li> </ul>		
1.2	Financial Criteria	Meet (Yes/No)	Brief Description along with supporting documents
	<b>1.2.1</b> The Average Annual Turnover of the Bidder, should not be less than <b>Rs</b> .		
	<b>148 Lakh (Rupees One Hundred &amp;</b> <b>Forty-Eight lakh only)</b> during the preceding three (3) completed financial years as on the date of Techno- Commercial bid opening.		

<ul> <li>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.</li> <li>1.2.3 In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.</li> <li>a) Copies of the unaudited unconsolidated financial statements of the bidder dunconsolidated financial statements of its qualification.</li> <li>b) A Certificate from the CEO/CFO of the Holding Company.</li> <li>b) 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 of the consolidated financial statements of the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.</li> </ul>		
<b>1.2.4</b> In cases where audited results for the last preceding financial year 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 consecutive 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 result s of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the financial certifying the financial	Financial year 2021-22 2022-23 2023-24 2024-25 Average Annual Turnover for the preceding three (03) completed financial years.	Turnover (Rs.)

parameters is not available.		
------------------------------	--	--

# Notes for 1.2:

- 1 Other income shall not be considered for arriving at annual turnover.
- 2 "Holding Company" and "Subsidiary Company" shall have the meaning 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 free 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 depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- 4 MSE-SC/ST & MSE-Women bidders are exempted from meeting the Average Annual Turnover (AATO) requirement of financial QR. Accordingly, for these bidders Evaluation shall be carried out only based on Technical Criteria of Qualifying Requirements.

The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.

The	order-1	details are	σiven	helow
The	oruer-1	uetalls ale	given	Delow:

SI No	Item Description	Details
(i)	Name of the Station and	
	its location	
(ii)	Client Name and Address e-mail,	
	Mobile and Tel. No	
(iii)	Name and designation of the	
	responsible person in Client's	
	organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO	
	(Basic value & taxes break up required)	
(vi)	Executed value of PO	
	(Basic value & taxes break up required)	
	In support of the above, we have attached Copies of	
	relevant purchase orders along with proof of	
	execution such as client certificate, corresponding	
	invoice/ delivery challans, LR , E-way Bill	
	installation/ performance report etc	At Appendix noto
		Annexure -IA.

# The order-2 details are given below:

SI No	Item Description	Details
(i)	Name of the Station and	
	its location	
(ii)	Client Name and Address e-mail,	
	Mobile and Tel. No	
(iii)	Name and designation of the	
	responsible person in Client's	
	organization	
(iv)	LOA No. & Date	
(iv)	Purchase Order / Contract No. & Date	
(v)	Value of PO	
	(Basic value & taxes break up required)	
(vi)	Executed value of PO	
	(Basic value & taxes break up required)	
	In support of the above, we have attached Copies of	
	relevant purchase orders along with proof of	
	execution such as client certificate, corresponding	
	invoice/ delivery challans, LR , E-way Bill	
	installation/ performance report etc	At Appendix noto
		Annexure -IA.

# The order-3 details are given below:

SI.	Item Description	Deta	ils		
No.					
(i)	Name of the Station and				
	its location				
(ii)	Client Name and Address				
	e-mail, Mobile and Tel. No				
(iii)	Name and designation of the				
	responsible person in Client's				
	organization				
(iv)	LOA No. & Date				
(iv)	Purchase Order / Contract No. & Date				
(v)	Value of PO				
	(Basic value & taxes break up required)				
(vi)	Executed value of PO				
	(Basic value & taxes break up required)				
	In support of the above, we have attached Copies of				
	relevant purchase orders along with proof of				
	execution such as client certificate, corresponding				
	invoice/ delivery challans, LR , E-way Bill				
	installation/ performance report etc	At	Appendix	noto	
		Anne	exure -IA.		

#### **ANNEXURE IA**

Bidders are required to fill Annexure I properly. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).

#### **Bidder's Qualifications**

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder to enclose supporting documents in support of meeting Qualifying Requirements in line with (NIT)

NAME OF BIDDER:

PAN NUMBER:

#### **GST REGISTRATION NUMBER:**

#### **Details of Completed / Executed work:**

S.No.	WO No / Date	Executed Amount	Date of Execution/ Completion	Document Submitted			
				Name of Customer / Company, Phone, Fax, Email id & Name of contact person	Work order Copy with BOQ Yes /No	Document in support of executed work Completion Certificate / Copy of Measurement book(R/A bills) / Proof of receipt of payment etc.	
1.							
2.							
3.							

Notes:

The Reference Plants/ Orders/ Works declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirements. No change or substitution in respect of reference Plants/ Orders for meeting the specified Qualifying requirements shall be offered by the Bidder.

#### (LIST OF FINANCIAL DOCUMENTS)

Bidder's Name & Address:

Τo,

NTPC Limited,

The following Documents are annexed to this attachment.

1. Annual reports for preceding three years as on the date of Techno-commercial Bid opening.

#### ANNUAL TURNOVER FOR 03 FINANCIAL YEARS :

2024-2025:	LAKHS (UDIN No.:	)
2023-2024:	LAKHS (UDIN No.:	)
2022-2023:	LAKHS (UDIN No.:	)
2021-2022:	LAKHS (UDIN No.:	)

@ In case Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year, the audited results of the three consecutive 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.

Date	:	Signature
Place	:	Name of Authorised person having Power of attorney
		Designation

CommonSeal.....

# Proforma of Certificate from the CEO/CFO of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref:

Date:

То

Dear Sir,

Yours faithfully, Signature

Name & Designation..... Name of the Company.....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

## **ANNEXURE II**

## **Undertaking from Independent Statutory Auditor**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

Τo,

NTPC Ltd.

.....

## Subject: Authentication of veracity of documents submitted by M/s ...... in support of meeting the Qualifying Requirements

Ref : IFB/Tender no. .....

Name of the Package/ Tender: .....

Dear Sir,

M/s.		(hereinafter	called	Bidder)	having	Registered
office at	t	intend to parti	cipate ir	above re	eferred te	ender of NTPC Ltd.
We, M	/s I	nas been appointed as	Statuto	ry Audito	for the	Bidder i.e. M/s
		(Relevant documents	on our a	ppointme	nt attack	ned)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref./PO No. no. ..... dated (name of Documents)

2. Doc ref. no./PO No. ..... dated. (name of Documents)

3. .....

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

- 1. Invoice no. ...... dated / LR Bill ...... dated and completion certificate ...... dated (name of Documents)
- Invoice no. ...... dated / LR Bill ...... dated and completion certificate ......... dated (name of Documents)
- 3. .....

All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.

\*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. \_\_\_\_\_\_(bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in tender/s.

Thanking you,

.....

## **Annexure III**

## **Undertaking from Third Party Inspection Agency**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.:	Date:
To,	
NTPC Ltd.	
Dear Sir,	
Subject:	Authentication of veracity of documents submitted by M/sin
	support of meeting the Qualifying Requirements
Ref :	IFB/Tender no Name of the Package/ Tender:
M/s	(hereinafter called Bidder) having Registered office at
	intend to participate in above referred tender of NTPC Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

- 1. Doc ref. no./PO No. ..... dated. (name of Documents)
- 2. Doc ref. no./ PO No. ..... dated (name of Documents)

3. .....

The Executed Value/ Quantity of the PO(s) as above has been verified using invoice copy(s)/ LR Bill and completion certificate/ inspection report/ material despatch clearance certificate submitted as execution proof and are found to be genuine and authentic:

- 3. Invoice no. ...... dated / LR Bill ...... dated and completion certificate ...... dated (name of Documents)
- 4. Invoice no. ...... dated / LR Bill ...... dated and completion certificate ...... dated (name of Documents)
- 3. .....

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s ..... (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

\* Strike off, whichever is not applicable.

## 6. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee from banks specified in the published GeM bid.

The format of Bid Guarantee (BG) towards EMD shall be as per attached format (Form -1) and should be submitted from a bank as indicated in Form – 3.

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

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

Bidders shall be required to upload the scanned copy of the BG on GeM portal.

Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 5 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 and not considered for further evaluation.

Sealed envelope containing EMD and any offline documents sought in tender, must be marked and details like NIT/ Tender No, Scope of Work, Bid Opening Due Date etc mentioned on the envelope

#### **CONFIRMATION OF BGS**

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above

i	Bank Name	ICICI BANK LTD.
ii	Branch	CONNAUGHT PLACE BRANCH
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
iv	IFSC Code	ICIC000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

## **EMD Exemption for MSE Bidders**

MSE Bidders who are manufacturer of the tendered Items and have a valid Udyam Registration Certificate shall be exempted from submission of EMD.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

For availing MSE benefits, bidder must confirm that items quoted by the bidder are manufactured by them.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking as given at Annexure IV. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the quoted item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits for bids which will be under evaluation stage on 1st January 2022 onwards.

The benefit as above to MSEs shall be available only for Goods/ Services produced & provided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs."

#### **ANNEXURE-IV**

## <u>Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where</u> <u>Item wise evaluation is applicable</u>

M/s NTPC Limited

Ref: Our Bid Reference Number:		Dated	against Tender
Invitation Number	Dated	for	Name of
Package			

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

\* We are **manufacturer of the quoted item(s)** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorized Signatory)

Name & address of the bidder

Date:

\* Strike out which is not applicable

## 7. Special provision for MSE-SC/ST and MSE-Women

- I. For all tenders related to Goods & Services values up to Rs.4 Crore, the requirement of Average Annual Turnover (AATO) for MSE -SC/ST & MSE-Women is not required. Evaluation shall be carried out based on only Technical Criteria mentioned in the tender.
- II. Performance Bank Guarantee shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed.
- III. In case of procurement of Goods/Services, where requirement is not splitable, preference to MSEs shall be given as follows subject to matching of L1 price:
  - a. First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE.
  - b. Second preference to SC/ST -MSE Only.
  - c. Third Preference to Women-MSE only.
  - d. Others MSEs.
- IV. In case the requirement is Splitable, out of the 25% quantity/value, 4% shall be reserved for SC/ST and 3% shall be reserved for Women and balance qty., out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price (L1 is Non-MSME & Quoted price of MSEs are L1 +15%).
  - a. In case of non-availability of SC/ST-MSE vendor within L1+15 %Margin, 7% will go to women-MSE & 18% to others MSEs.
  - b. In case of non-availability of Women-MSE, then 7% to SC/ST-MSE and 18% to others MSEs.
  - c. In case of non-availability of both SC/ST & women-MSEs, all 25 % goes to other MSEs.
- V. In case where in a non-splitable tender two or more bidders have quoted the same price, preference shall be given as per follows:
  - a. First Preference to SC/ST & Women MSE
  - b. Second preference to SC/ST-MSE
  - c. Third Preference to Women-MSE
  - d. Others.

## 8. COMPLIANT BID:

No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration.

Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at **Annexure C** of the Tender:

In case the Products and/or Services offered do not meet the Technical Requirements, the bid shall be rejected as Technically non-responsive.

Bidders may note that in case the Bidder refuses to withdraw additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the technocommercial bid, the bid shall be rejected as Technically non-responsive.

Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

## CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS (Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically nonresponsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

## 9. IMPORTANT INFORMATION FOR BIDDERS

## a. Fraud Prevention Policy

NTPC has in place a policy for Prevention of Fraud. The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud.

Fraud Prevention Policy shall mean the policy related to prevention of fraud displayed on NTPC tender website <u>https://ntpctender.ntpc.co.in</u> and <u>https://vendor.ntpc.co.in</u>

The Bidder along with its associate/collaborators/subcontractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a> and <a href="https://ntpctender.ntpc.co.in">https:

If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.

## b. Policy for Debarment from Business Dealings

The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website <u>https://ntpctender.ntpc.co.in</u> and <u>https://vendor.ntpc.co.in</u>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor for any of the grounds detailed in the said Banning Policy.

NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in its Policy for Debarment from Business Dealings

Policy for Debarment from Business Dealings shall mean the policy related to Withholding & Banning of Business Dealings displayed on NTPC tender website <u>https://ntpctender.ntpc.co.in</u> and <u>https://vendor.ntpc.co.in</u>

Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at **Annexure E** 

## c. Anti-Bribery and Anti-Corruption (ABAC) Policy:

Anti-Bribery and Anti-Corruption (ABAC) Policy: The Bidder and its employees along with its Associate/ Collaborator/ Sub- Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in. Please refer and submit Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy as per format attached as **Annexure F**.

## d. One Bid per Bidder:

Please refer Clause 29 of GeM GTC.

Please refer and submit the DECLARATION W.R.T. SINGLE BID Policy as per format attached as **Annexure G**.

## e. Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they directly or indirectly control, or are controlled by or are under common control of another entity; or

b) they have the same legal representative/agent for purposes of their bids; or

c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or

d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e) Bidder participates in more than one bid in this bidding process.

f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and

ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.

Bidders shall certify their compliance to "Conflict of Interest" by submitting the DECLARATION W.R.T. CONFLICT OF INTERST as per format attached as **Annexure H.** 

## f. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission

No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future tenders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid and Bidder's forfeiture of its Earnest Money Deposit

## g. INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS

i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid.

ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security as per tender provision then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.

The Withholding and Banning of Business Dealings Policy of EMPLOYER is displayed on website http://www.ntpctender.com

## h. Risk Purchase

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

## i. <u>Safety</u>

The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as 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 website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a>.

## j. <u>Restrictions on procurement from a Bidder of a country which shares a land</u> <u>border with India.</u>

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 is registered with the competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, 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 border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.

## Annexure-D

## FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Τo,

## GM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <u>https://ntpctender.ntpc.co.in</u> and <u>https://vendor.ntpc.co.in</u> and undertake that we along with our associate / collaborator / sub\_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

## <u>Annexure-E</u>

## **DECLARATION ON BANNING POLICY**

Τo,

GM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018

Dear Sir,

1) We have read the contents of the Banning Policy of NTPC displayed on its tender website <u>https://ntpctender.ntpc.co.in</u> and <u>https://vendor.ntpc.co.in</u> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:

a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

2) We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

(Authorised Signatory)

Name & address of the bidder .....

.....

## Annexure F

PACKAGE NAME: .....

BIDDING DOCUMENT NO: . .....

#### (Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy)

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

(Authorised Signatory)

Name & address of the bidder .....

.....Date:

## <u>Annexure G</u>

## **DECLARATION W.R.T. SINGLE BID**

Τo,

GM (C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018

Dear Sir,

We have read the contents of the Clause 29 of GeM GTC (One Bid per Bidder).

## In pursuant to Clause 29 of GeM GTC (One Bid per Bidder) following is declared:

- 1. We have not made any other bid or multiple bids as understood or deemed in terms of this clause.
- 2. Sister/ Associated/ Allied concern having one or more common persons as Director/ Partner/ Member/ Owner have not participated in this tender.

It is also understood that if at any point of time the above declaration is found wrong, NTPC Limited shall have the full right to reject the bid, forfeit Bid Security and take any administrative/ legal actions.

(Authorised Signatory)

Name & address of the bidder .....

.....Date:

## ANNEXURE H

Page 1 of 1

PACKAGE FOR.....
PROJECT BIDDING DOCUMENT NO.

## (Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the Clause regarding "**Conflict of Interest**" and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

(Authorised Signatory)

Name & address of the bidder .....

.....Date:

## 10. Documents to be submitted along with the bid:

- 1. EMD BG/ EMD Exemption document
- 2. DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS along with **Annexure I and IA.**
- 3. Undertaking from Independent Statutory Auditor/ Undertaking from Third Party Inspection Agency (Annexure II/ III)
- 4. Undertaking to be given by the MSE Bidder (Annexure IV) (applicable for MSE Bidders only)
- 5. CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS (Annexure C)
- 6. FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY DOCUMENTS (Annexure D)
- 7. DECLARATION ON BANNING POLICY DOCUMENTS (Annexure E)
- 8. DECLARATION W.R.T. Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy (Annexure F)
- 9. DECLARATION W.R.T. SINGLE BID (Annexure G)
- 10. DECLARATION W.R.T. Compliance to "Conflict of Interest" provisions (Annexure H)

# **FORMS & FORMATS**

#### PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

Τo,

NTPC Limited,

.....

.....

Dear Sirs,

(name of package).

As an irrevocable Bank Guarantee against Earnest Money Deposit/Bid Security for an amount of ...... (\*) ...... valid for ...... @....... days from ....... (\*\*\*)......., is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ......having our head office

words) without any reservation, protest, demand and recourse. Any such demand made by the said 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid	
up to	,

Note:

1. (\*) The amount shall be as specified in the NIT/Bidding Documents.

(\*\*) Write the name and address of the Bidder

(\*\*\*) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five days beyond the validity of bid.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

 The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.

## Page 1 of 1

## BANK GUARANTEE VERIFICATION CHECKLIST

SI. No.	Details of Checks	Yes/ No
1	Is the BG on Non-judicial stamp paper/ e-stamp paper of appropriate value, as per Stamp Act ?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the stamp paper?	
	(The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The stamp paper (other than e-stamp paper) should be duly signed by the stamp vendor).	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing officer of BG indicated his name, designation and Power of Attorney No./ Signing Power No. etc. on the BG?	
5	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Documents No./ Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
8	Whether overwriting/ cutting, if any on the BG have been properly authenticated under signature & seal of executant?	
9	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

## BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY DEPOSIT TO BE FURNISHED BY BIDDER /CONTRACTOR CAN BE ACCEPTED

## UPDATED SCHEDULED COMMERCIAL BANK LIST

## A. STATE BANK OF INDIA

## **B. NATIONALISED BANKS**

- 1. Bank of Baroda
- 2. Bank of India
- 3. Bank of Maharashtra
- 4. Canara Bank
- 5. Central Bank of India
- 6. Indian Overseas Bank

## C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1. Axis Bank Ltd
- 2. Bandhan Bank Limited
- 3. CSB Bank
- 4. City Union Bank
- 5. DCB Bank Ltd
- 6. Dhanlaxmi Bank Ltd
- 7. Federal Bank Ltd
- 8. HDFC Bank Ltd
- 9. ICICI Bank Ltd
- 10. IndusInd Bank Ltd
- 11. IDFC FIRST Bank Limited
- 12. Jammu & Kashmir Bank Ltd
- 13. Karnataka Bank Ltd
- 14. Karur Vysya Bank Ltd
- 15. Kotak Mahindra Bank
- 16. Lakshmi Vilas Bank Ltd
- 17. Nainital Bank Ltd
- 18. RBL Bank Limited
- 19. South Indian Bank Ltd
- 20. Tamilnad Mercantile Bank Ltd
- 21. Yes Bank Ltd
- 22. IDBI Bank Ltd.

- 7. Indian Bank
- 8. Punjab National Bank
- 9. Union Bank of India
- 10. Punjab & Sind Bank
- 11. UCO Bank

## D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1 AB Bank Ltd 2 Abu Dhabi Commercial Bank PJSC 3 American Express Banking Corporation 4 Australia & Newzealand Banking Group Limited **5 Barclays Bank Plc** 6 Bank of America 7 Bank of Bahrain & Kuwait B.S.C. 8 Bank of Ceylon 9 Bank of China Limited 10 Bank of Nova Scotia 11 BNP Paribas 12 Citi Bank NA 13 Cooperatieve Rabobank UA 14 Crédit Agricole Corporate and Investment Bank 15 Credit Suisse AG 16 CTBC Bank Co Ltd 17 DBS Bank India Ltd 18 Deutsche Bank A.G. 19 Doha Bank Q.P.S.C 20 Emirates NBD Bank (PJSC) 21 First Abu Dhabi Bank PJSC 22 FirstRand Bank Ltd 23 HSBC Ltd 24 Industrial & Commercial Bank of China Ltd 25 Industrial Bank of Korea 26 JP Morgan Chase Bank, National Association 27 JSC VTB Bank 28 KEB Hana Bank 29 Kookmin Bank 30 Krung Thai Bank Public Company Ltd 31 Mashreg Bank PSC 32 Mizuho Bank Ltd 33 MUFG Bank, Ltd 34 NatWest Markets Plc 35 PT Bank Maybank Indonesia TBK 36 Qatar National Bank (Q.P.S.C.) 37 Sberbank 38 SBM Bank (India) Ltd 39 Shinhan Bank 40 Societe Generale 41 Sonali Bank Ltd 42 Standard Chartered Bank 43 Sumitomo Mitsui Banking Corporation 44 United Overseas Bank Ltd 45 Westpac Banking Corporation 46 Woori Bank

\*Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time.

\*In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached herewith.\*In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 attached herewith.



कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन, 11-12 वां तल, 1, टॉलस्टाय मार्ग, नई दिल्ली—110 001

Corporate Accounts Group Branch, Jawahar Vyapar Bhawan, 11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

Tel.: 23374525, 23374505, 23374541 (AMT-1), 23353022 (DGM & COO), 23701043, 23359506 (A & A), 23352995 (CS), 23352968 (IB) Fax: 23353101 (Sect.), 23352793 (CS), 23353029 (IB)

Shri K.P. Gupta, General Manager (Finance), NTPC Limited Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi: 110 003.

CAG-I/AMT-1/2014-15/370

04.09.2014

Dear Sir,

## Format of the Bank Guarantee (BG) issued by State Bank of India

We refer to your letter dated 3<sup>rd</sup> September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

Looking at our relationship with NTPC, as a very special case, we have since obtained waiver from our Authorities for excluding NTPC from insertion of the referred clause for BGs issued in your favour.

We are taking steps to issue suitable instructions to our offices for exclusion of this clause for BGs issued in favour of NTPC. In case any bidder or vendor submits to you a Bank Guarantee issued by any of our Branches containing the additional clause as mentioned above, request you to please bring it to our notice and advise us so that we can take-up with the concerned Branch for excluding it.

This is for your information and necessary action please.

Yours faithfully,

Sandeep Mishra

Deputy General Manager & Relationship Manager, AMT-1

एन टी पी सी लिमिटेड (मारत सरकार क उपम)

(A Gout of India Entropolacy)

केन्द्रीय वहवीसय/Corporate Centre

Date : 03rd September 2014

Ref. No.: NTPC/FC/CS/BG/01 Deputy General Manager, State Bank of India, CAG Branch, 12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg, New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

Sub: Format of the Bank Guarantee (BG) issued by State Bank of India - reg.

Dear Sir,

NTPC Limited is India's largest Power Company and a 'Maharatna PSU' with a significant presence in the entire value chain of power generation business. The procurement process of NTPC requires its participating Bidders to submit Bank Guarantees (BGs) as Bid security/other securities in a fixed format provided by NTPC.

It has been observed recently that BGs issued by various branches of State Bank of India are inserting the following additional clause.

#### QUOTE

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee of agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

#### UNQUOTE

The inclusion of the aforesaid clause in the BGs restricts the rights of NTPC under the BG and it may not be possible for NTPC to accept the aforesaid clause in the BGs submitted to us by our Bidders. It may also be mentioned that incorporation of the above additional clause in the BG results in the BG being returned by NTPC and consequently rejection of the bids of parties that have submitted such BGs.

In view of the above, it is requested that please take up at appropriate levels so that suitable instructions are issued to all your branches not to incorporate any such additional clause and henceforth BGs may be issued strictly as per NTPC format only.

Kindly acknowledge the receipt of this letter

Yours faithfully,

(K.P.Gupta) General Manager (Finance)

Sat 1

Copy for Kind information: ED(CC&M) for kind of the

एम दी भी भी चयन स्क्रोप काणतेमा, 7, इंग्लेट्यूश्रमल धीरेण, लोगी रोड, नई दिल्ही-110003 टेल7ल. : 24360100, फैसा/Fax : 011-24361018 NTPC Bhuwan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Dolhi-110003, वेयसाइट/Website : www.nlpc.co.in

## FORM - 4

## Performance Bank Guarantee (PBG) Format

(This format shall be required after placement of PO)

#### PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

date.....

To,

[Owner's Name & Address]

Dear Sir,

In consideration of the NTPC Ltd., (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Order No..... dated ..... and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at seller having agreed to provide a contract performance guarantee/Security Deposit of the faithful performance of the entire contract equivalent to **Rs**. (amount in words)\*\* to the purchaser.

We,	(Name & Address	s of Bank )	 
having our Head Office			 at

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Seller. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted

to...... and it shall remain in force up to and including ...... (\*)...... and shall be

extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

	Dated	this	 day	of	
	20	at			
	WITNESS				
	1) SIGNATURE		 SIC	GNATI	JRE
	NAME		NA	ME	
	OFFICIAL ADDRE	SS	 DE	SIGN	ATION
	BANK'S COMMON	N SEAL			
2	) SIGNATURE		 AT	TORN	IEY AS PER POWER OF
	ATTORNEY NAM	Ε	 NC	)	
	OFFICIAL ADDRE	SS	 DA	TE	

NOTE :

1. (\*) The Date will be Three Months beyond the expiry of the Contract as specified in the order.

(\*\*) Security deposit @ 5 % of GeM order value The Bank Guarantee shall be from a bank as per provisions of bidding documents.

- 2. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same along with the Bank Guarantee.
- 3. The Stamp paper of appropriate value shall be purchased in the name of

guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever ishigher.

4. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in GPC must be furnished with the BG.

**FORM - 5** 

Page 1 of 1

## 5. PROFORMA FOR EXTENSION OF BANK GUARANTEE

Ref.	No.	:

Dated : .....

NTPC Ltd.,

То

.....

.....

## Dear Sirs,

Please treat this as an integral part of the original guarantee to which it would be deemed to have been attached.

(Signature)..... (Name)..... (Designation with ..... Bank Stampl)

Authorised vide

Power of Attorney No.....

Date.....

Dated .....

Seal of Bank

## Note:

- **1.** The extension of the Bank Guarantee should be forwarded to the Unit/ Project/ Corporate Centre, from where the extension has been sought.
- 2. The extension of BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/ e-Stamp Paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.