

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744313060

अनुबंध तिथि | Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4416099](#)

अनुसूची नाम | Schedule Name: Schedule 1

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|--|
| प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Power विभाग Department : NA संगठन का नाम Organisation Name : NTPC Limited कार्यालय क्षेत्र Office Zone : cg | पद Designation : SrMCNM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer4.ntpc.mum@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NTPC Ltd , Western Region-II Head Quarter , Plot No. -87, Sector-24, Atal Nagar, Nava Raipur, Raipur, Chhattisgarh, RAIPUR, CHHATTISGARH-492101, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|--|---|
| आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: ED वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM | Role: CONSIGNEE |

| विक्रेता विवरण Seller Details |
|---|
| जेम विक्रेता आईडी GeM Seller ID : 1B81200001191027 कंपनी का नाम Company Name : MAULIKEM PRODUCTS PRIVATE LIMITED संपर्क नंबर Contact No. : 07926463625 ईमेल आईडी Email ID : ketannvora72@gmail.com पता Address : 617,,PHASE-4,,GIDC,,VATVA, Ahmedabad, GUJARAT-382445, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-01-0006520 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 24AAACM7954N1Z0 |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

| उत्पाद विवरण Product Details | | | | | | |
|--|--|-------------------------------|-------------|-------------------------------------|---|---|
| # | आइटम विवरण Item Description | आइटम विवरण Ordered Quantity | इकाई Unit | इकाई मूल्य (INR) Unit Price (INR) | कर विभाजन (INR) Tax Bifurcation (INR) | मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR) |
| 1 | उत्पाद का नाम Product Name : SODIUM CHLORITE 31% ब्रांड Brand : MAULIKEM ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : SODIUM CHLORITE 31% (Q3) मॉडल Model: MAULIKEM एचएसएन कोड HSN Code: 28289030 | 160,000 | kilogram | 74.87 | NA | 11,979,200 |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 11,979,200 |

| परोक्षी विवरण Consignee Detail | | | | | | |
|----------------------------------|--|---------------------|--------------------|-------------------|--|--|
| क्र.सं. S.No | परोक्षी Consignee | वस्तु Item | लॉट नंबर Lot No. | मात्रा Quantity | दिलोक के बाद डिलीवरी शुरू करना है Delivery Start After | वितरण पूरा कब तक करना है Delivery To Be Completed By |
| 1 | पद Designation :- ईमेल आईडी Email ID : buyer53.n.up@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN : - पता Address : Tanda Thermal Power Project P.O. VIDYUT NAGAR | SODIUM CHLORITE 31% | - | 160,000 | 16-Mar-2024 | 14-Jul-2024 |

Product Specification for SODIUM CHLORITE 31%

| विनिर्देश Specification | उप-विनिर्देश Sub-Spec | मूल्य Value |
|---------------------------|-------------------------|---------------|
| Custom Specification | Custom Specification | Yes |

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

| | |
|---|--|
| 1. SpecificationDocument1 | mkp.gem.gov.in/catalog_data/catalog_support_document/38/62/028/CatalogAttrs/SpecificationDocument/2023/4/24/2023_04_24_16_30_37_specification-sodium-chlorite-3_2023-04-24-16-30-40_e39551845e095db799b57ad5de477363.pdf |
|---|--|

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

| | |
|--|--|
| 1. SpecificationDocument | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/7290549/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/30/custom_catalogue-31__2023-12-30-15-32-00_04706d2c6ad7d55bfbec2fd3d83f2817.pdf |
|--|--|

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-02-05 16:00:00
- GeM-Bidding-Corr-5822151-3.pdf : [यहां क्लिक करें | click here](#)
- तक बढ़ाया गया | Extended Upto : 2024-02-09 16:00:00

ईपीबीजी विवरण | ePBG Detail

| | |
|---|-------|
| सलाहकार बैंक Advisory Bank : | ICICI |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | 10.00 |

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

UNIFIED SHARED SERVICE CENTRE, CENTRAL PROCUREMENT GROUP-1, RAIPUR

CONTRACT & MATERIAL DEPARTMENT

NOTICE INVITING TENDER (NIT)

FOR

BULK PROCUREMENT OF SODIUM CHLORITE FOR NTPC STATIONS- LOT 2

(Domestic Competitive Bidding)

NIT No: 9900271792

BIDDING DOCUMENT NO: M-CPG1-1903/Lot 2

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

2. Brief Scope of Work

The scope under this contract includes:

Supply of Sodium Chlorite to NTPC Power Stations

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

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

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

| | |
|----------------------------------|---|
| Source of IFB/NIT | Central Procurement Group-1, Raipur |
| Form of Contract/Tender Category | SUPPLY |
| Integrity Pact | Not Applicable |
| EMD | Rs.10,00,000 (Rupees Ten Lakhs only) |

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

4. Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators /associates/ subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer. The physical assessment shall include but not be limited to the assessment of office/facilities/banker's/reference workers by Employer. A negative determination of such assessment of capacity and capabilities may result in rejection of the bid.

5. This is a NO DEVIATION TENDER, which means- no deviation, whatsoever, is permitted by the employer to any provisions of bidding documents.

6. Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

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

However, the said requirement of registration will not apply to bidders from those 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.

7. Issuance of bid documents to any Bidder shall not construe that such bidder is qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.

8. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action. Further, NTPC reserves right to amend any bid/tender conditions through appropriate CORRIGENDA published in the portal at any time. NTPC also reserves the right to extend/change the bidding schedule through publishing necessary corrigenda in the portal if the situation demand so at any time. The corrigendum as decided by NTPC and deemed fit would be published in the portal as per provisions therein. This prevails over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amend

ments/Corrigenda, if any

9. Transfer of Bidding Documents downloaded by one intending Bidder to another is not permissible.

10. Address for Communication

DGM/GM (Contracts & Materials)
NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101
Tel. No.: 0771-2515362/0771-2515469
Email: sunnyagarwal@ntpc.co.in / dppradhan@ntpc.co.in

11. Registered Office:

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

I. **NTPC enlisted vendors for the Material Enlistment Group (MEG No: 10 MEG-35, Name: Supply of Sodium Chlorite solution of 25% to 31% strength with Average Annual Turn Over (AATO) & EC (Execution Capability) as mentioned below can only participate in this tender. Others shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation.**

- **Average Annual Turn Over (AATO) & EC (Execution Capability) equal to or more than Rs. 3,65,00,000.00**

II. **If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website www.vendor.ntpc.co.in and submit online application against items/services (Material /Contract Enlistment Groups) of their choice. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.**

III. **All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else vendors may also attach the mail sent to them by the C&M /buyer department for participation in this specific tender.**

| SPECIAL PURCHASE CONDITIONS (SPC) | | |
|-----------------------------------|----------------------------------|--|
| 1.0 | TYPE OF BIDDING | SINGLE STAGE TWO ENVELOPE |
| 2.0 | REVERSE AUCTION RULES | NOT APPLICABLE |
| 3.0 | TENDER FEE | NIL |
| 4.0 | EARNEST MONEY DEPOSIT (EMD)/ BID | Rs. 10,00,000/- (Rupees Ten Lakhs only) |

SECURITY

The Bid Security shall, at the Bidder's option, be in the form of a bank guarantee from any of the banks specified in the tender documents or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security/ *Security for the Deed of Joint Undertaking (if applicable)/ *Advance payment (if applicable) included in the Employer's Bidding Documents only (Refer Buyer uploaded ATC document for Employer's format). EMD submitted in GeM format, or any other format shall be outrightly rejected. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance Security/ *Security for the Deed of Joint Undertaking (if applicable) included in the Employer's Bidding Documents only (Refer Buyer uploaded ATC document for Employer's format).

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

A) Earnest Money Deposit / Bid Security for the amount as specified in the GeM portal in a sealed envelope, super scribed on the top as under:

Tender Number _____

Tender Subject _____

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

From _____ (Name of the Bidder).

EMD envelope shall be submitted to:

Sunny Agarwal

Deputy General Manager(C&M),

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

The 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.

While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents failing which the EMD Bank Guarantee shall be rejected. Bidders are required to fill up this Check List and enclose the same along with th

e Bank Guarantee.

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

The bidders are requested to send the required documents (EMD), in case submitted by way of BG in Original in sealed envelope well in advance so as to be received by the respective officer (latest within 5 days of bid opening as mentioned in Gem GTC), failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.

Micro and Small Enterprises (MSEs) shall be exempted from payment of EMD. MSEs seeking exemption should upload/enclose a copy of Udyam Registration Certificate as a part of their bid failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSE's.

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/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.

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.

Exemption shall also be applicable to bidders as per GEM GTC clause for EMD exemption.

5.0

BENEFITS TO MSE BIDDERS

MSE Bidders who are manufacturer of Primary Product Category and have a valid Udyam Registration Certificate will be eligible for MSE benefits.

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."

Bidders are also required to submit the declaration / undertaking as given at Annexure A in Formats.

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.

In support of above claim regarding manufacturing of the specified Item(s), Bidder must furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking as given at Annexure-A (in Formats).

Additionally, bidder must submit latest Annual Report or NSIC / SSI / BIS License / ISO Certificate / Any Other Statutory Document as a proof of being a manufacturer.

Note: 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 non-tax benefits of the category.

ory (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.

6.0

INFORMATION REGARDING EMD BG SUBMISSION

In case of Bidders opting for Bank Guarantee as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location before the deadline for submission of bids, following shall also be considered acceptable:

(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids:

- (a) The scanned copy of the BG.
- (b) SFMS/SWIFT message acknowledgement copy sent to NTPC banker stating the date of sending.
- (c) An undertaking through official e-mail id of bank as per format enclosed at Annexure-B. (available in formats) SFMS message must be sent to the Employer's bank.

Details are mentioned at Clause 6.0 below. SFMS confirmation shall be obtained by concerned NTPC executive from Employer's bank with regard to issuance of Bank Guarantee before award.

(ii) Bidders shall be required to upload the scanned copy of the BG on e-tendering 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 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

7.0

CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ VENDOR'S BANK

While issuing/ amending/ extending the physical BGs, the Bidder's/ Vendor'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 herein below:

| For Domestic BG | | |
|-----------------|----------------|---|
| i) | Bank Name | ICICI bank Ltd |
| ii) | Branch | Connaught Place, New Delhi |
| iii) | Branch Address | 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- |

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|--|--|--------|------|-----------|-------------|---|--|--|----|-----------------------|-------------------------|-----|--------------|--|------|------|----------------------------|---|--|--|
| | | <table border="1"> <tr> <td></td> <td></td> <td>110001</td> </tr> <tr> <td>iii)</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> <tr> <td colspan="3">The format of the message for confirmation of the BG shall be as below:</td> </tr> <tr> <td>i)</td> <td>B G advising message:</td> <td>IFN 760COV / IFN 767COV</td> </tr> <tr> <td>ii)</td> <td>Field Number</td> <td>Particulars (to be mentioned in Row 1)</td> </tr> <tr> <td>iii)</td> <td>7037</td> <td>NTPCBG (unique identifier)</td> </tr> <tr> <td colspan="3">Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.</td> </tr> </table> | | | 110001 | iii) | IFSC Code | ICIC0000007 | The format of the message for confirmation of the BG shall be as below: | | | i) | B G advising message: | IFN 760COV / IFN 767COV | ii) | Field Number | Particulars (to be mentioned in Row 1) | iii) | 7037 | NTPCBG (unique identifier) | Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS. | | |
| | | 110001 | | | | | | | | | | | | | | | | | | | | | |
| iii) | IFSC Code | ICIC0000007 | | | | | | | | | | | | | | | | | | | | | |
| The format of the message for confirmation of the BG shall be as below: | | | | | | | | | | | | | | | | | | | | | | | |
| i) | B G advising message: | IFN 760COV / IFN 767COV | | | | | | | | | | | | | | | | | | | | | |
| ii) | Field Number | Particulars (to be mentioned in Row 1) | | | | | | | | | | | | | | | | | | | | | |
| iii) | 7037 | NTPCBG (unique identifier) | | | | | | | | | | | | | | | | | | | | | |
| Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS. | | | | | | | | | | | | | | | | | | | | | | | |
| 8.0 | PRICE BASIS | <p>FOR NTPC Station as mentioned in Technical Specification and BOQ</p> <p>Bidders are requested to indicate the Price on "FOR NTPC Site" basis.</p> | | | | | | | | | | | | | | | | | | | | | |
| 9.0 | PERIOD OF VALIDITY OF BIDS | 120 days from the date of Bid opening | | | | | | | | | | | | | | | | | | | | | |
| 10.0 | TRANSFER OF BID DOCUMENTS | <p>Documents purchased/downloaded by the Intending Bidders cannot be transferred.</p> <p>CONSIDERATION OF DEALERS / DISTRIBUTORS / AGENTS:</p> <p>i. Offers received from the enlisted Manufacturers or their authorized dealer are acceptable for further evaluation. However, the authorization letter from the enlisted Manufacturers should be tender specific and they have to stand guarantee for the quality of supplied material ordered on their authorized dealer. In case of Award, authorized dealer has to supply material from enlisted manufacturer only, along with supporting documents.</p> <p>ii. In a tender, either the Authorized Dealer on behalf of the Principal/Manufacturer or Principal/Manufacturer itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</p> <p>iii. If an authorized dealer submits bid on behalf of the Principal/Manufacturer, the same dealer shall not submit a bid on behalf of another Principal/Manufacturer in the same tender for the same item/product.</p> | | | | | | | | | | | | | | | | | | | | | |
| 11.0 | DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS | Not APPLICABLE | | | | | | | | | | | | | | | | | | | | | |
| 12.0 | COMPLIANCE ON QUAL | Not Applicable | | | | | | | | | | | | | | | | | | | | | |

| | IFYING REQUIREMENTS | |
|------|---|---|
| 13.0 | ELIGIBILITY FOR PARTICIPATION IN TENDER | <p>ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE. Bids received (if any) from Class-II and Non-Local Supplier shall be out rightly rejected.</p> <p>'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."</p> <p>The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%</p> <p>BIDDER TO SUBMIT DECLARATION REGARDING LOCAL CONTENT AS PER ANNEXURE-C IN TENDER FORMATS.</p> <p>Note:</p> <p>(1) The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the No. F. 7/10/2021-PPD(1), dt:23.02.2023, Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India.</p> <p>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.</p> <p>Procurement of raw material, components, etc. does not constitute sub-contracting.</p> |
| 14.0 | EVALUATION CRITERIA | <p>1. NTPC enlisted vendors for the Material Enlistment Group (MEG No: 1 OMEG-35, Name: Supply of Sodium Chlorite solution of 25% to 31% strength with Average Annual Turn Over (AATO) & EC (Execution Capability) as mentioned below can only participate in this tender. Others shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation.</p> <p>Average Annual Turn Over (AATO) & EC (Execution Capability) equal to or more than Rs. 3,65,00,000.00</p> |

If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website www.vendor.ntpc.co.in and submit online application against items/services (Material /Contract Enlistment Groups) of their choice. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.

All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else vendors may also attach the mail sent to them by the C&M /buyer department for participation in this specific tender.

2. Item wise (Evaluation shall be done on Item wise (Station wise) L1 basis)

3. SPLITTING: APPLICABLE

a. NTPC reserves the right to split the quantity for a station among one or more vendors.

b. Tendered quantity for each BOQ item shall be split among two bidders in the ratio of 60:40

c. The following procedure shall be followed for Evaluation and Splitting of Quantity:

Case I

i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.

ii) If L1 bid is from a MSE, then 60% of Tendered Quantity shall be awarded to L1.

iii) For Balance 40% Quantity, L2 Bidder (irrespective of type of bidder i.e. MSEs or Non-MSEs) will be invited to match the lowest evaluated bid (L1) price. The 40% Quantity shall be awarded to such bidder subject to matching the lowest evaluated bid (L1) price. In case, such lowest eligible Bidder fails to match the lowest evaluated bid (L1) price, the bidder (irrespective of type of bidder i.e. MSEs or Non-MSEs) with the next higher evaluated bid shall be invited to match the lowest evaluated bid (L1) price and so on and 40% Quantity shall be awarded accordingly.

iv) If none of the bidders agree to match the lowest evaluated bid price then balance 40% quantity shall be awarded to L1 bidder.

Case II

i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.

ii) If L1 Bid is NOT from a MSE, then 60% Quantity shall awarded to L1 Bidder.

iii) For Balance 40% Quantity, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the range of fifteen (15%) of the lowest evaluated bid (L1) price (i.e. L1+15%) and the 40% Quantity shall be awarded to such MSEs subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSEs fails to match the lowest evaluated bid (L1) price, the MSEs with the next higher evaluated bid within the range of fifteen (15%) of the lowest evaluated bid (L1) price (i.e. L1+15%) shall be invited to match the lowest evaluated bid (L1) price and so on and 40% Quantity shall be awarded accordingly.

iv) If none of the MSEs bidder falls within the Price Range of L1+15%. Then L2 Bidder (irrespective of type of bidder i.e. MSEs or Non-MSEs) will be invited to match the lowest evaluated bid (L1) price. The 40% Quantity shall be awarded to such bidder subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible Bidder fails to match the lowest evaluated bid (L1) price, the bidder (irrespective of type of bidder i.e. MSEs or Non-MSEs) with the next higher evaluated bid shall be invited to match the lowest evaluated bid (L1) price and so on and 40% Quantity shall be awarded accordingly.

v) If none of the bidders agree to match the lowest evaluated bid price then balance 40% quantity shall be awarded to L1 bidder.

15.0

INTEGRITY PACT

APPLICABLE-/NOT APPLICABLE

~~Integrity Pact guidelines provided on GeM Portal.~~

~~NTPC has in place an Integrity Pact details of which are displayed on its Tender website [http://](http://ntpc.co.in/) <https://ntpc.co.in/>.~~

~~The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer's tender website <https://ntpc.co.in/>.~~

~~Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Attachment to the Bidding Documents which has been pre-signed by the Employer, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid and where the Joint Venture(s) / Consortium are permitted to participate in~~

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| | | <p>n the bid pursuant to relevant clauses of the bidding documents, the signing of Integrity Pact (IP) by all JV Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in a separate sealed envelope or can be uploaded online in e-portal. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.</p> <p>Independent External Monitors</p> <p>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website (https://ntpc.tender.ntpc.co.in/) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms parts of the NTPC Tenders/Contracts.</p> |
| 16.0 | JURISDICTION | Courts of Raipur |
| 17.0 | PLACE OF ARBITRATION | New Delhi, India |
| 18.0 | INSURANCE | Transit Insurance shall be inclusive in Bidders "FOR Site" price. |
| 19.0 | FREIGHT | Freight charges shall be inclusive in Bidders "FOR Site" price. |
| 20.0 | PACKING AND FORWARDING | Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price. |
| 21.0 | DELIVERY SCHEDULE / COMPLETION SCHEDULE | <p>Within 120 days from the date of issue of PO. (Delivery Schedule indicated against separate Schedules in Technical Specifications).</p> <p>Staggered delivery over the validity period of the PO. Vendor shall be intimated 15 days in advance for affecting the delivery.</p> |
| 22.0 | PAYMENT TERMS | As per GeM standard payment terms i.e. "100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills" |
| 23.0 | CONTRACT PERFORMANCE GUARANTEE (CPG)/ PERFORMANCE BANK GUARANTEE (PBG) / SECURITY DEPOSIT (SD) | <p>SECURITY DEPOSIT: APPLICABLE</p> <p>a. The successful bidder/Supplier shall furnish the Security Deposit/PBG for due performance of the Contract as under:</p> <p>On placement of firm order by NTPC, the vendor shall be required to furnish the Security Deposit (SD) to NTPC for an amount equal to 10% of order value. SD-BG should be valid for a period of three months (3 months) beyond the expiry of Delivery schedule. The SD should be submitted within 30 days of placement of award. If no SD BG is given, then it will be deducted from initial Bills.</p> <p>b. SD/CPG/PBG may be submitted in the following form:</p> <ul style="list-style-type: none"> An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank/ Scheduled Bank as acceptable to NTPC as per |

er list enclosed.

c. Failure of the supplier to submit the above-mentioned Performance Guarantee shall constitute sufficient grounds for the annulment of the award and action will be taken as per GeM GTC.

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

1) All PBGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank directly through post/courier, by Unified Treasury, Dadri at below mentioned address:

Unified Treasury (BG Group)

Administrative Building, NCPs, Dadri

NTPC Limited,

PO. Vidyut Nagar

Distt: Gautam Budh Nagar,

Uttar Pradesh- 201008

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A BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India needs to be submitted by the Bidder directly to the employer as defined in Bidding Documents. The BG/Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG/Insurance Surety Bond is to be submitted. The BG/ Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.

2) A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.

3) Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT

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 herein below:

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| i | Bank Name | ICICI BANK LIMITED |
| ii | Branch | CONNAUGHT PLACE BRANCH |

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| iii | Bank Address | 9A, Phelps Building, Inner Circle, New Delhi-110001 |
| iv | IFSC Code | ICIC0000007 |
| <p>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.</p> <p>The format of the message for confirmation of the BG shall be as below:</p> | | |
| i | BG Advising Message | IFN 760COV/ IFN 767COV via SFMS |
| ii | Field Number : Particulars (To be mentioned in Row 1) | 7037: NTPCBG (unique identifier) |

4) All Bank Guarantees/ **Insurance Surety Bonds** should be enforceable for minimum ninety (90 days) after expiry of its validity.

5) Extension of all BGs/ **Insurance Surety Bonds** should be on Stamp paper of same value as that of the original BG/ **Insurance Surety Bond**. Minimum extension of any BG/ **Insurance Surety Bond** should be three months.

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

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

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

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

The stamp duty is to be paid before or at the time of executing the Bank Guarantee and submission of stamp paper for deficit duty post execution of the BG is not admissible. BG executed with inadequate stamp duty is not admissible.

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

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| | | <p>addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/ Performance security/ *Security for the Deed of Joint Undertaking (if applicable) included in the Employer's Bidding Documents only.</p> <p>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.</p> |
| 24.0 | TAXES & DUTIES | Quoted Rates shall be inclusive of all taxes & duties including Goods and Services Tax (GST) |
| 25.0 | WARRANTY/ GUARANTEE | NOT APPLICABLE |
| 26.0 | DOCUMENTS TO BE SUBMITTED DURING SUPPLY | <p>i. Invoice</p> <p>ii. Delivery Challan</p> <p>iii. Test Certificate with Guaranteed Technical Parameters.</p> <p>iv. All safety compliance documents such as MSDS, TREM card, etc. as applicable under motor vehicles act.</p> <p>v. Form-38 / Road Permit: As per GST Rules & Regulations.</p> |
| 27.0 | INSPECTION | <p>Pre-Dispatch Inspection -Not Applicable.</p> <p>Inspection at NTPC Stores on receipt of material.</p> <p>1. Each consignment should be clearly labelled with chemical name, date of manufacture, batch number, etc. and should be accompanied by manufacturer's test certificate or COA from a Govt. / Govt. approved/ NABL certified lab in respect of the parameters mentioned in the specification or copy of valid NSF-SCN 1031 certification.</p> <p>2. The material to be tested at NTPC stations on receipt for Active Content, pH and Specific Gravity and the vendor may choose to send his representative for witnessing the sampling and testing.</p> |
| 28.0 | QUALITY PLAN | Not APPLICABLE |
| 29.0 | QUANTITY VARIATION/ TOLERANCE | (+/-) 20% |
| 30.0 | PRICE VARIATION CLAUSE | NOT APPLICABLE |
| 31.0 | CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM | <p>NOT APPLICABLE</p> <p>Contractor's Labour Information Management System (CLIMS):</p> <p>(a) The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (CLIMS), which will be installed by the Employer.</p> <p>(b) The entry and exit of all contract labor to the plant premises will be through Gate Access Control System of above 'Contractor's</p> |

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| | | <p>Labor Information Management System'.</p> <p>(c) It will be the responsibility of the Contractor to ensure timely exit of all labors from the plant premises after completion of job of that day.</p> <p>(d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.</p> |
| 32.0 | SAFETY | <p>m.</p> <p>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 https://ntpctender.ntpc.co.in/</p> |
| 33.0 | LIQUIDATED DAMAGES | <p>Applicable as per GeM Standard GTC</p> <p>GST extra as applicable shall also be levied on Liquidated Damages.</p> |
| 34.0 | OTHER TERMS AND CONDITIONS | <p>1) NTPC policy and procedures for Debarment from Business Dealings & Fraud Prevention Policy with its amendments from time to time are integral part of this tender document. Bidders are requested to go through these policies available on our website https://ntpctender.ntpc.co.in. The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.</p> <p>Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.</p> <p>2)The Bidder along with its associate/collaborators/sub-contractors/ sub vendors /consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website https://ntpctender.ntpc.co.in and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>The Employer has in place a policy and procedures for Debarment from Business Dealings and same is displayed on its tender website https://ntpctender.ntpc.co.in. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor.</p> <p>The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.</p> |

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| | | <p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without there by incurring any liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p> <p>3)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/ under section 'policy docs'.</p> <p>Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer by submitting the Declaration as per Annexure-D of Formats under Buyer Specific ATC</p> | |
| 35.0 | S I T E / DELIVERY ADDRESS/ BILLING ADDRESS | As mentioned in Tender documents | |
| 36.0 | BID TO BE ADDRESSED TO | <p>GM (C&M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters,</p> <p>Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur</p> <p>Chhatisgarh-492018</p> <p>Email:- dppradhan@ntpc.co.in</p> | |
| 37.0 | CONTACT PERSONS / ADDRESS | <p>DGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters,</p> <p>Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur</p> <p>Chhatisgarh-492018</p> | <p>GM(C&M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters,</p> <p>Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur</p> <p>Chhatisgarh-492018</p> |
| | E mail ID | sunnyagarwal@ntpc.co.in | dppradhan@ntpc.co.in |
| | Contact No. | 0771-2515362 | 0771-2515469 |

Clarification-01 to Bidding Documents

"Packaging type is tanker for all the stations and anticipated lot size is 20-30 MT. However, actual lot size will confirmed by EIC of respective stations"

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.