

NTPC LIMITED
(A Government of India Enterprise)



VOLUME I
SECTION – I

INSTRUCTION TO BIDDERS

Sl. no	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits To MSEs
4.1	Preference to Make In India and granting of purchase preference to local suppliers
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Bid Security / Earnest Money Deposit (EMD)
15	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT
16	Ineligibility For Future Tenders
17	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
18	Nil Deviation
19	Format and Signing of Bid
20	Submission of Bids
20.1	<u>Physical bid</u>
20.1.1	Earnest Money Deposit etc.
20.2	on-line
20.2.1	Techno-Commercial Bid
20.2.2	Price Bid
21.0	Deadline for Submission of Bids
22.0	Modification and Withdrawal of Bids
23.0	Opening of Bids
24	Clarification on Bids
25	Preliminary Examination Of Techno-Commercial Bids
26	Qualification
27	Evaluation Of Techno-Commercial Bids
28	Preliminary Examination Of Price Bid
29	Discrepancies In Bid
30	Evaluation Criteria
31	Evaluation Of Bids
32	Contacting The Employer
33	Employer's Right To Accept Any Bid And To Reject Any Or All Bids
34	Award Criteria
35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Banning Policy
40	Integrity Pact
41	Indian Agents

1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.																			
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.																		
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Process & Procedures for Reverse Auction</td> </tr> <tr> <td>Volume-I, Section-IV</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions for Reverse Auction</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>In case of Open Tender, Bidding Documents can be downloaded from the NTPC procurement website. However, the payment towards cost of Bidding Documents is to be made along with the Earnest Money Deposit separately.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Process & Procedures for Reverse Auction	Volume-I, Section-IV	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-II, Section-I	Special Purchase Conditions for Reverse Auction	Volume-III	Technical specifications & Scope of work	Bill of Quantity	Bill of Quantity (BOQ)
NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)																			
Volume-I, Section-I	Instruction to bidder (ITB)																			
Volume-I, Section-II	General Purchase Conditions (GPC)																			
Volume-I, Section-III	Process & Procedures for Reverse Auction																			
Volume-I, Section-IV	Standard formats & Check lists etc.																			
Volume-II, Section-I	Special Purchase Conditions (SPC)																			
Volume-II, Section-I	Special Purchase Conditions for Reverse Auction																			
Volume-III	Technical specifications & Scope of work																			
Bill of Quantity	Bill of Quantity (BOQ)																			
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Micro, Small and Medium Enterprises as per MSMED Act 2006 or Udyam registration, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <p>a) Award shall be given to L1 bidder if L1 bidder is a MSE.</p> <p>b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring</p>																		

		<p>down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.</p> <p>c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.</p> <p>The benefit as above to MSEs shall be available only for Goods / Services produced & provided by MSEs.</p> <p>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 Public Procurement Policy."</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>Note: <i>Generally, in tenders having Itemise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Packagewise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.</i></p>
4.1	Preference to Make in India and granting of purchase preference to local suppliers	<p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB, shall be applicable.</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p><i>In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against value/ percentage of local content, then the bidder shall not be considered as a local supplier and "shall not be eligible for any purchase preference/ its bid shall be considered non-responsive and shall be outrightly rejected.**</i></p> <p>**Note : Please refer Special Purchase Condition of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.</p>
5.0	Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of</p>

		a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments 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 Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ol style="list-style-type: none"> a. Tender Fee, if applicable b. Earnest Money Deposit, if applicable c. Integrity Pact, if applicable d. Authority / Power of Attorney to sign the bid e. Acceptance of General Technical Evaluation, if applicable f. Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) g. Conformity to the Technical Specifications and Scope of Work h. EFT Form, Registration details etc. i. Priced Bill of Quantity (BOQ) j. Declaration of local Content, if applicable k. Any other details required in the Bid Document.
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications and Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis stipulated in the SPC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions, on FIRM price basis and to remain valid during the currency of the Contract.



14.0	Earnest Money Deposit / Bid Security (EMD)	
	14.1	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) in a sealed envelope/ online in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.
	14.2	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <ol style="list-style-type: none">1) Demand draft drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document <p>OR</p> <ol style="list-style-type: none">2) Banker's cheque drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document <p>OR</p> <ol style="list-style-type: none">3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than INR 20,000 /- (Rupees Twenty thousand only) <p>OR</p> <ol style="list-style-type: none">4) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. 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.</p> <p>In case of E-Payment , upon successful E-payment on the portal, a e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD.</p>
	14.3	<p>The EMD (in case submitted by way of DD / BC / BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case of E-payment, copy of e-receipt shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case of GePNIC tenders, where EMD is deposited online through the portal, there shall be no requirement of submission of receipt in any form.</p> <p>In case acceptable EMD is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p>
	14.4	In case of Two Stage bidding process, the EMD (in case of Stage-I (Techno-Commercial Bid) and extension of EMD (in case of Stage-II (Price Bid) shall be furnished in a sealed envelope.
	14.5	Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite EMD extension (in case EMD submitted by way of BG) in a sealed envelope shall be rejected by the Employer as being non-responsive and the online Bid shall be rejected by EMPLOYER and off-line bid returned to the Bidders.
	14.6	In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended / evaluated L-1 bidder shall be returned immediately

		<p>after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended / evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation of report / recommendations by the Tender Committee (TC) whether the recommendation of TC is for award / negotiation / annulment.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.</p>
	14.7	The Earnest Money Deposit of the successful Bidder to whom the Purchase Order / Contract is awarded will be returned when the said Bidder has furnished the CPG / Security Deposit, as applicable.
	14.8	<p>The EMD may be forfeited</p> <ol style="list-style-type: none"> a. If the Bidder withdraws or varies its Bid during the period of Bid validity; b. If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub Clause 29.0; c. If any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents; d. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award / Purchase Order / Service Order. e. In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA f. If the bidder / his representative commits any fraud while competing for this Purchase Order/contract pursuant to Fraud Prevention Policy of NTPC. g. In case the bidder / contractor is disqualified from the bidding process in terms of section 3 and 4 of Integrity pact.
15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS) / SWIFT	<p>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 in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p>
16.0	Ineligibility For Future Tenders	<ol style="list-style-type: none"> i. Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order / Contract, either does not accept the Purchase Order / Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package. ii. If a bidder after opening of tenders where EMD is 'NIL/ Not Applicable' or exempted for bidders as per policy guidelines, 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

		<p>Western Region I Shared Services Centre, Kawas for a period of 6 months from the date of withdrawal of the bid.</p> <p>iii. If the bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/ Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/ Purchase Order or does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit and acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per provisions of the policy for Withholding and Banning of Business Dealings.</p>
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	Nil Deviation	<p>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 01 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation / variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>



20.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
20.1	PHYSICAL BID	
20.1.1	EARNEST MONEY DEPOSIT etc.	<p>Unless otherwise specified in the SPC, following Documents to be submitted in physical form (as brought out at ITB clause 14.0) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with <i>Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions:</i></p> <ul style="list-style-type: none"> (i) Bid Form 1 (ii) The Earnest Money Deposit (if applicable) in accordance with ITB Clause 14.0 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iii) The Tender Fee (if applicable) in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iv) The 'Integrity Pact" (if applicable) as per of Annexure 13 of Volume I Section IV duly signed by the signatory authorized to sign the bid (v) Authority/Power of Attorney to sign the bid <p><i>All the above shall be put in one envelope. The envelope shall be addressed to the Employer at the address given in the Special Purchase Conditions and bear the Tender Reference number, Title, Tender Id, Date of Opening of Bid.</i></p> <p><i>These documents will be checked before opening of the on-line Techno-commercial bid and only those bids where valid documents are available will be allowed for opening.</i></p> <p>Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender.</p> <p>NTPC shall not be responsible for any loss or delay in transit of these documents.</p>
20.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.</p>
20.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE <i>(if Applicable)</i>	<p>The bidder shall furnish Scanned copy of following:</p> <ul style="list-style-type: none"> (a) Earnest Money Deposit (if applicable) (b) Tender Fee (if applicable)
(B)	COVER TYPE – TECHNICAL	<p>(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <ul style="list-style-type: none"> (i) Bidder's Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)

		<p align="center">(ii) Documents in support of meeting QR stipulated in the tender.</p> <p>(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM / OES / Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM / OES / Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTPC to add the dealer to enable the dealer / distributor /channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.</p> <p>Any other documents asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications and Scope of Work.</p> <p>The bidders shall upload the following:</p> <ol style="list-style-type: none"> a. Copy of Power of Attorney/Authorisation to sign the bid b. Eligibility and Conformity to the Technical Specifications and Scope of Work c. Catalogues, Technical Data Sheets etc. d. Documents asked for in the Technical Specifications and Scope of Work e. EFT Form f. Registration Details g. Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications and Scope of Work.
(C)	<p>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</p>	<p>Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the a foresaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder</p>

		has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per SPC Clause 34.0 and shall be dealt accordingly.
		The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.
20.2.2	Price Bid (COVER TYPE – FINANCE)	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>
Documents to be uploaded in the format stipulated in the tender.		

	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit , pursuant to ITB Clause 14.8(a) above.</p>
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing Earnest Money Deposit, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received off line (except in those cases where EMD, Tender Fee & Integrity Pact is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit/EMD, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received, Employer shall allow only those on line bids to be opened whose EMDs, Tender Fee and Integrity Pact (if applicable) have been received in NTPC and are adequate and acceptable as per conditions of the</p>

		<p>bid document. Any other document specified in SPC to be submitted along with EMD shall also have to be submitted.</p> <p>In case requisite Earnest Money Deposit pursuant to ITB Clause 14.0, and/or Integrity Pact (IP) as per provision of Integrity Pact specified in SPC are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Any other document specified in SPC to be submitted along with EMD shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
24.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>
25.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <p>(i) that effects in any substantial way the scope quality or performance of the contract.</p>

		<p>(ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or</p> <p>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</p> <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p>26.0</p>	<p>Qualification</p>	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 12 of Volume I Section IV of the bidding documents. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC).</p> <p>(b) The reference Works/Orders/declared Orders, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to Qualifying requirements.</p> <p>(c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT / IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure 12 of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek</p>



		<p>in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards / Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders / Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards / Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents / NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions / deviations / variations / exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and / or service(s) not meeting the specified technical requirements and scope work, shall be rejected.</p>
28.0	Preliminary Examination Of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions / deviations / variations / exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p>

		<p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0 and 4.1, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	<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 thereby 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>
34.0	Award Criteria	<p>Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily, as per provisions of clause 4.0 and 4.1, if applicable.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as</p>

		<p>a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>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 http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 02 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC ?”</p> <p>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.</p>
39.0	Banning Policy	<p>The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website http://www.ntpctender.com. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor under GPC clause 42 (a) to (d) or any of the grounds detailed in the said Banning Policy.</p> <p>Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at Annexure 03 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p>

		“Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC ?”
40.0	Integrity Pact	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. 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 http://www.ntpctender.com.</p> <p>If asked for in the SPC, a signed copy of the Integrity Pact is to be submitted with the EMD as indicated in the SPC.</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
42.0	Compliance to Public Procurement Order No. 1, 2 & 3 dt 23/07/20 issued by Department of Expenditure, Ministry of Finance.	
42.1	<p>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.</p> <p>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.</p>	
42.2	Restrictions on procurement from a Bidder of a country which shares a land border with India”	
42.2.1	<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority {Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade(DPIIT), Govt. of India } .</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/ services/ works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority {Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade(DPIIT), Govt. of India }.</p>	

	<p>However, the said requirement of registration will not apply to bidders/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. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>42.2.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>42.2.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>42.2.4 “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 42.2.1 above means;</p> <ul style="list-style-type: none">a) An entity incorporated, established or registered in such a country; orb) A subsidiary of an entity incorporated, established or registered in such a country; orc) An entity substantially controlled through entities incorporated, established or registered in such a country; ord) An entity whose <i>beneficial owner</i> is situated in such a country; ore) An Indian (or other) agent of such an entity; orf) A natural person who is a citizen of such a country; org) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>42.2.5 The beneficial owner for the purpose of clause 42.2.4 above will be as under;</p> <ul style="list-style-type: none">a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation</p> <p>“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p>
--	---

42.2.6	<p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>	
	Important Note	The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.

Annexure – I to ITB

Preference to Make In India and granting of purchase preference to local suppliers- regarding

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall be the total value of the goods and services procured (excluding net domestic indirect taxes) minus the value of imported content in the goods and services (including all customs duties) as a proportion of the total value, in percent.
- b) **'Local supplier'** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a local supplier may be above the L1 for the purpose of purchase preference.
- e) **'Nodal Ministry'** means the Ministry or Department identified in respect of a particular item of goods or services or works
- f) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.

2.0 Minimum local content

2.1 The minimum local content shall be*.....

*** For Minimum Local Content Value as applicable Refer Special Purchase Conditions(SPC)/Special Conditions of Contract (SCC) clause "Preference to Make in India and granting of purchase preference to local suppliers *for this tender***

3.0 Margin of Purchase Preference

3.1 The margin of purchase preference shall be 20%.

4.0 Requirement of Purchase Preference:

4.1 Purchase preference shall be given to local suppliers as specified hereunder:

****a) In cases of Procurement of goods (Supply Contracts / Purchase Contracts), procurement of services (Service Contracts), Procurement of goods and services (composite tenders i.e. Supply cum Installation / Supply-cum-Installation-cum-Civil / Civil Works Contracts), where preference to MSE is not being given:**

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract will be awarded to L1.



- ii) If L1 bid is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
- iii) In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- iv) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Note: **1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

OR

****b) In cases of Procurement of goods / services (where preference to MSE is not being given), where the tendered quantity is to be divided / split among more than one bidder and condition pertaining to splitting of quantity is specified in tender documents:**

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.
- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other



loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Note: **1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

OR

****c) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is not possible:**

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE, the contract will be awarded to L1.
- iii) If L1 Bid is not from an MSE, 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 fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- iv) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a local supplier.
- v) If L1 is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the MSE / local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the



revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Note: **1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

****2)** In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

OR

****d) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:**

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.
- iii) If L1 bid is from an MSE who is not a local supplier,
 - 50% of the order quantity shall be awarded to L1.
 - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
 - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and soon, and contract shall be awarded accordingly.
 - In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iv) If L1 bid is from a Local supplier who is not an MSE,
 - 75% of the order quantity shall be awarded to L1.
 - Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.
- v) If L1 bid is from a bidder who is not a Local supplier and not an MSE,

- 50% of the order quantity shall be awarded to L1.
 - Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity [50% of the ordered quantity – quantity awarded on MSEs] subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
 - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and soon, and contract shall be awarded accordingly.
 - In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.
- Note: **1)** In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.
- **2)** In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**** Bidders please Refer Special Purchase Conditions clause “ Preference to Make In India and granting of purchase preference to local suppliers “ for the conditions to this tender**

5.0 Verification of Local Content:

- 5.1 The local supplier shall be required to provide, in the relevant Attachment of **Techno-Commercial Bid**, self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per relevant Attachment of **Techno-Commercial Bid**.
- 5.2 In cases of procurement for the value in excess of INR 10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content **during execution prior to submission of last bill for payment**.



In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

5.3 False declarations will be dealt in line with the Fraud Prevention Policy of NTPC.

5.4 A supplier who has been 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) shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Attachment of **Techno-Commercial Bid**.

6.0 Local Sourcing

The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Boughtout Items and services.



To be indicated in the tender

2.0 Further, we hereby confirm the following:

Whether the bidder is presently 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 issued by Department of Industrial Policy and Promotion (DIPP)	Yes* / No*
---	------------

* Strike off, whichever is not applicable

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.