INVITATION FOR BIDS (IFB) FOR DEVELOPMENT OF 2 X 3 MW GROUND MOUNTED SOLAR POWER PROJECT FOR CCI LIMITED AT CCI – TANDUR (Domestic Competitive Bidding)

Bidding Document No.: NVVN/C&M/RE-384/2025-26 Date: As per NIT in GEPNIC portal

1.0 NTPC VIDYUT VYAPAR NIGAM LTD (NVVN) invites on-line bids at Government e-procurement portal of NIC (GePNIC) at website- https://eprocurentpc.nic.in/ on Single Stage Two Envelope Basis (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) from eligible Bidders for aforesaid package on behalf of CCI Limited (herein after called as Owner/ employer), as per the scope of work briefly mentioned hereinafter.

2.0 BRIEF SCOPE OF WORK

The work includes EPC works for development of 2 x 3 MW ground mounted solar PV project for CCI Limited at their factory in Tandur – Telangana. The solar PV plant shall be connected behind the meter and all the requisite approvals are to be obtained by the bidder. The scope also includes comprehensive Operation and maintenance for 10 years and AMC for critical equipments for 10 years.

3.0 CCI intends to finance subject Package through External Commercial Borrowings/ Domestic Commercial Borrowings / Own sources. NVVN shall act as a Project Management consultant for implementation of the project. NVVN shall publish, evaluate the bids and the work shall be awarded to the successful bidder by CCI.

All payments shall be released to the successful bidder by CCI Limited. NVVN shall certify all the works executed by the successful bidder for onward release of payment by CCI Limited during project construction period and during the initial 5 years of O&M period. During the remaining O&M period, certification of works shall be directly carried out by CCI Limited. Bid security shall be in favour of 'NVVN Limited' whereas the Performance security and other Bank guarantees shall be in favour of 'CCI Limited'.

4.0 Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available at the GePNIC (e-tender) portal at https://eprocurentpc.nic.in/. The Bidding Schedule* for the Tender is as under:

Issuance of IFB	As per NIT in GEPNIC portal
Bidding Document Sale Date & Time	As per NIT in GEPNIC portal
Last Date for receipt of queries from bidders (if any) **	As per NIT in GEPNIC portal
Pre Bid Conference date & time	Not applicable
Bid Submission Start	As per NIT in GEPNIC portal
Bid Submission End Date & Time*	As per NIT in GEPNIC portal

Bid Opening Date & Time for Techno-Commercial Bid*	As per NIT in GEPNIC portal
Price Bid Opening Date & Time	Shall be intimated by NVVN/System Generated Email.
Cost of Bidding Document	Not applicable

*Bidders are advised to visit the GePNIC (e-tender) portal of NTPC for updated bidding schedule of the Tender.

**It is to be noted that "No Queries from Bidders, whatsoever, shall be entertained by the Employer/PMC beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified at GePNIC portal of NTPC".

Note:

Site survey is mandatory for all the bidders who are willing to participate in this tender. Submission of undertaking for site visit on bidder's letter head is mandatory. Without this undertaking, bids shall be outright rejected. Bidders shall visit the site as per the timelines given in NIT. Last minute request for site visit will not be entertained.

All bids must be accompanied by Bid Security for an amount of **INR 50,00,000.00** (Indian Rupees Fifty Lakhs only) in the form as stipulated in the Bidding Documents.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY SHALL BE REJECTED BY THE PMC AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED. BIDDER SHALL SUBMIT THE PROOF OF E-PAYMENT IN SEPARATE SEALED ENVELOPE OR IN THE E-TENDERING PORTAL, IF BID SECURITY IS SUBMITTED THROUGH ELECTRONIC FUND TRANSFER

BANK DETAILS FOR EFT PAYMENT

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address; 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007 (iv)Account No.: 000705008910

-Bid security in the form of Bank guarantee or insurance surety bond is to be submitted in the name of NTPC VIDYUT VYAPAR NIGAM LIMITED.

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS

NVVN RE enlisted bidders, who are qualified based on financial criteria, are eligible for the subject tender.

7.0 A complete set of Bidding Documents may be downloaded by any interested Bidder from the e-Tender Portal as per specified schedule. The tender is invited under e-tendering process. The bidders can enroll themselves on the website https://eprocurentpc.nic.in/. The use of Digital Signature Certificate (DSC) Class-3 key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain DSC Class-3

key from agencies authorized by Govt. of India. The e-Tender Portal also has the user manuals with detailed guidelines on enrolment and participation in the bidding process.

No hard copy of Bidding Documents shall be issued. Bids shall be submitted ONLY at the e-Tender Portal i.e. https://eprocurentpc.nic.in/

- 8.0 'Class-I local suppliers' and 'Class-II 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."
- 9.0. 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.

- 10.0 Transfer of Bidding Documents by one intending Bidder to another is not permissible.
- 11.0 Downloading/Issuance of Bidding Documents and /or submission of Bid shall not construe that bidder is considered qualified.
- 12.0 NVVN reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

13.0 Address for communication:

Manager (C&M) NTPC VIDYUT VYAPAR NIGAM LIMITED

Engineering Office Complex, Plot No. A-8A Sector 24, Block A,

Noida, Uttar Pradesh 201301 Email: nvvncontracts@ntpc.co.in

Corporate Identification Number: U40108DL2002GOI117584,

website: www.eprocurentpc.nic.n

Phone No: 0120-4947246

14.0 Registered Office

NTPC VIDYUT VYAPAR NIGAM LIMITED, NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road,

New Delhi – 110003

Corporate Identification Number: U40108DL2002GOI117584.

Website: www.nvvn.co.in

15.0 Other Instructions

- i. Please use 'Online Bidder Enrollment' link provided on portal https://eprocurentpc.nic.in (GePNIC) to register
- ii. Go through Help, FAQ etc. as provided on the above portal.
- iii. Class III digital signature (DSC) is required for submission of BID on above portal.
- iv. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of GePNIC.

GePNIC Helpdesk Telephone: 24X7 Customer Support +91-120-4001 002/+91-120-4200 462/ +91-120-4001 005/+91-120-6277 787

NTPC VIDYUT VYAPAR NIGAM LIMITED (A wholly owned Subsidiary of NTPC Limited)

SECTION – II INSTRUCTIONS TO BIDDERS

Table of Clauses - Instructions to Bidders

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Royalty

Exemption on GST

Anti-Bribery and Anti-Corruption (ABAC) Policy:

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
	INSTRUCTIONS TO BIDDERS				
	A. Introduction				
1.0	Source of Funds				
1.1	The Employer as defined in Bid Data Sheet (BDS) intends to finance the package named in the BDS, through domestic / own resources/ External Commercial Borrowings.				
2.0	Plant, Equipment and Services				
2.1	For the purposes of these bidding documents, the word "facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the contractor under the contract. The words "plant and equipment", "installation services" etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.				
2.2	Eligible Bidders				
	Bidding for the package named in the Bid Data Sheet (BDS) is open to bidders from within the Employer/NVVN's country only, subject to fulfillment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".				
3.0	Cost of Bidding				
	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer/PMC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.				
	B. The Bidding Documents				
4.0	Content of Bidding Documents				
4.1	The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:				
	Section I – Invitation for Bids (IFB)				
	Section II – Instructions to Bidders (ITB)				
	Section III – Bid Data Sheet (BDS)				
	Section IV – General Conditions of Contract (GCC)				
	Section V – Special Conditions of Contract (SCC)				
	Section VI – Technical Specifications (TS)				

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
	Section VII – Forms and Procedures (FP)				
	Part 1 of 2- Bid Form along with Attachments and Price Schedules				
	Part 2 of 2- Standard Forms & Procedures				
4.2	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.				
4.3	Mode of Tendering				
	The Bid is invited under e-tendering process. The bidding documents shall be published on the Government e-procurement portal of NIC (GePNIC) at address https://eprocurentpc.nic.in/ (e-Tender Portal). The bidders can enroll themselves on the portal using the "Online Bidder Enrollment" tab. The use of Digital Signature Certificate (DSC) key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain digital signature certificate (DSC) Key of Class 3 from agencies authorized by Govt. of India. The said portal also has the user manuals with detailed guidelines on enrollment and participation in the bidding process.				
5.0	Clarification on Bidding Documents				
5.1	A prospective Bidder requiring any clarification to the bidding documents may notify the PMC through 'Seek Clarifications' tab under e-Tender portal_or through_e-mail at the address indicated in Bid Data Sheet (BDS). The PMC will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as specified in Invitation for Bids (IFB). The PMC will post the Clarifications at e-Tender Portal and Bidders can view these clarifications once they are posted at the portal. Bidders are also advised to regularly check at e-Tender Portal regarding posting of clarification, if any.				
	Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query (ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments/ Errata/ Clarifications etc. thereof) issued.				
5.2	The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.				
5.3	The Bidder and any of its personnel or agents will be granted permission by the Employer/PMC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer/PMC and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result				

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	of the inspection.
6.0	Amendment to Bidding Documents
6.1	At any time prior to the deadline for submission of bids, the PMC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
6.2	The amendments will be posted at 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 also advised to regularly check e-Tender Portal regarding posting of Amendment, if any.
6.3	In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the PMC may, at its discretion, extend the deadline for the submission of bids.
	C. Preparation of Bids
7.0	Language of Bid
	The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the PMC shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.
	The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.
8.0	Documents Comprising the Bid
	Single Stage Two Envelope Bidding Procedure shall be followed for the subject package as under:
	Envelope-I : Techno-Commercial Bid
	Envelope-II : Price Bid
	The bidder has to submit Techno-Commercial Bid (Envelope-I) and Price Bid (Envelope-II) through e-Tender Portal only. In addition, the documents mentioned in clause no. 8.1.1 have also to be submitted in Original in physical mode before the last date & time of submission of bid. To submit their bid through electronic mode at the e-Tender Portal, bidder has to use their digital signature certificate keys. The bidders are requested to download the entire bidding documents from the e-Tender Portal.

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
8.1	Techno-Commercial Bid (Envelope-I)				
	The Techno-Commercial Bid shall comprise of the following:				
8.1.1	Documents to be submitted in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause 15.1 i.e. "Sealing and Marking of Physical Documents":				
	(a) Attachment 1: Bid Security				
	Bid security shall be furnished in accordance with ITB Clause 12.				
	Bidder can also submit the Bid Security Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited as per details given below				
	 (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007 (iv) Account No.: 000705008910 				
	In such case, upon successful e-payment of the Bid Security to NVVN's bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal and in a separate sealed envelope, as a proof of e-payment of Bid Security.				
	(b) Deleted.				
	(c) Attachment 2: Power of Attorney				
	A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.				
	Power of attorney(s), duly notarized by Notary Public, indicating that the person(s) signing the documents on behalf of Associate(s)/ collaborator(s)/ executants(s) of JV Agreement (if permissible in Section-III, Bid Data Sheet) have the authority to sign the same and the said documents are binding upon them during the full period of their validity.				
	Further, in case of JV bid (if permissible in Section-III, Bid Data Sheet), a power of attorney in favour of the authorized signatory of the lead partner, signed by legally authorized signatory (ies) of other joint venture partner shall also be submitted.				
	(The Authority of the person issuing the Power of Attorney shall also be submitted).				

Further, Bidder to note that bid can be submitted/digitally signed by only one person. The Power of Attorney must be in the name of person digitally signing the bids. In addition, the scanned copy of above-mentioned physical forms shall be uploaded by Bidder in "Fee Cover" or Techno-commercial Envelope on the etender portal. (d) Deleted (e) Deleted (e) Deleted Documents to be submitted online through e-tender mode: The Bid Form as per Section-VII, Part 1 of 2, duly completed together with the following Attachments shall be uploaded at the e-Tender Portal in the Pre-Qual/Technical Cover/Envelope (a) Deleted. (b) Attachment 4: Conformity of the Facilities The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall include: (i) a detailed description of the essential technical and performance characteristics of the facilities; (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities following completion of facilities in accordance with provisions of contract; and (iii) a commentary on the PMC/Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidder shall note that standards for workmanship, materials and equipment designated by Employer/PMC in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to PMC's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.	Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
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special tools, etc., necessary for the proper and continuing functioning of the facilities following completion of facilities in accordance with provisions of contract; and (iii) a commentary on the PMC/Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidder shall note that standards for workmanship, materials and equipment designated by Employer/PMC in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to PMC's satisfaction that the substitutions are substantially equivalent or superior						
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	adequate evidence demonstrating the substantial responsive facilities to those specifications. Bidder shall note that see workmanship, materials and equipment designated by Employment designated by Employments are intended to be descriptive standards of quality and performance) only and not respond bidder may substitute alternative standards, brand not catalogue numbers in its bid, provided that it demonstrate satisfaction that the substitutions are substantially equivaler					

Clause No.	INSTRUCTIONS TO BIDDERS (ITB) Attachment 4A: Special Tools and Tackles		
	(c) Attachment 5: Erection Tools and Plant and Safety Equipments & Safety Personal Protective Equipments		
	List of Erection Tools and Plant and Safety Equipments & Safety Personal Protective Equipments which the bidder proposes to bring to site in case the contract is awarded to him.		
	Attachment 5A: Commissioning / Start-up spares		
	List of Commissioning / Start-up spares which the bidder proposes to bring to sit in case the contract is awarded to him.		
	(d) Attachment 6: Quality Assurance Programme		
	Details regarding the overall quality management & procedures which the bidde proposes to follow during various phases of execution of the contract.		
	(e) Attachment 7: Additional Information		
	Additional Information which the bidder wishes to provide in his bid.		
	(f) Attachment 8: Demonstration Parameter / Guarantee Declaration		
	The declaration on the demonstration parameters as per PMC's format.		
	Attachment 8A: Functional Guarantees		
	The declaration on the guaranteed values of parameters as per PMC's format.		
	(g) Attachment-9 & 9A: Integrity Pact		
	The "Integrity Pact" shall be furnished in accordance with the provision of Integrit Pact specified in Bidding documents.		
	(h) Attachment 10: Details of Foreign Principals of Indian Bidders		
	The Bidder shall furnish information with regards to disclosure of the details of it foreign principals or associates.		
	(i) Check List		
	Other Attachment (s), if any, shall be as specified in BDS.		
8.1.3	General Technical Evaluation (GTE) Conditions:		
	Bidders shall be required to accept the following mandatory General Technical Evaluation (GTE) condition of the Tender at e-Tender Portal prior to the submission of Bid: "Do you certify full compliance to all provisions of Bidding Document?"		

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
	By accepting above GTE, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:				
	(a) Deleted (b) Fraud Prevention Policy of NTPC/NVVN.				
	(c) Policy for Debarment from Business Dealings of NTPC/NVVN.				
	(d) ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"				
	(e) All provisions of the Integrity Pact				
	(f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC (g) Conflict of Interest Clause of ITB				
	Acceptance of above GTE shall be considered as Bidder's confirmation that any deviation to the any provision found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the PMC, failing which the bid shall be rejected and bid security shall be forfeited.				
	Note: 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.				
8.2	Price Envelope				
	The Price envelope submitted by the Bidder shall comprise of the following:				
8.2.1	The following Attachments to Price Envelope as per Section-VII, part 1 of 2, duly completed together with Bill of Quantity (BOQ)/Price Schedules shall be uploaded at e-Tender Portal in 'Finance' cover/Envelope:				
	(Bidders may note that Attachments to Price Envelope together with BOQ/Price Schedules should NOT be uploaded in Pre-Qual/Technical Cover/Envelope at the e-Tender Portal.)				
	(i) Attachment 1P: Declaration regarding Import Content in Ex-works price				
	Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-1 of the bid, if any, shall be necessarily declared by the bidders in Attachment-1P . Bidder may further note that the relevant certificate for claiming the concessional custom duty benefits, if any shall be issued on the aforesaid declaration basis only. In case no such import content is envisaged in the bid or the CIF value of import content to be declared is zero, the bidder shall indicate "NIL" against the CIF value of import content.				
	In cases where no value is indicated by the bidder against the CIF value of import content in Attachment-1P or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the CIF value of import content in the bid shall be considered as "NIL" for the purpose of issuance of relevant certificate for claiming the concessional custom duty				

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)				
	benefits, if any. No further claim in this regard shall be entertained by the Employer/PMC.				
	(ii) Attachment 2P: Not applicable				
	(iii) Attachment 3P: Functional Guarantees				
	The declaration on the guaranteed values of parameters as per Employer/PMC's format.				
	(iv) Attachment 4P: Not applicable				
	(v) Check List				
	Other Attachment (s), if any, shall be as specified in BDS.				
8.3	Price envelope should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price envelope. If the Technical/commercial matters indicated in Price envelope are found to be in contradiction with the details furnished in Techno-Commercial envelope, the details furnished in Techno-Commercial envelope shall prevail.				
8.4	The Envelope-I (Techno-Commercial Bid) & Envelope-II (Price) Bid submitted by the Bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments/ addenda/ corrigenda/errata/clarifications to the Bidding Documents issued by PMC prior to deadline for submission of bids. A conditional Price Bid shall run the risk of rejection.				
9.0	Price Envelope including Price Schedules				
	The Bidder shall complete the Attachments to Price envelope and the appropriate BOQ (excel sheet) along with Price Schedules (if provided) furnished in the bidding documents as indicated therein, following the requirements of ITB Clauses 10 and 11.				
10.0	Bid Prices				
10.1	Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, commissioning, civil & steel structural works (as applicable), O&M for years as specified in Technical Specification/SCC, Completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares (if applicable). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.				

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)					
10.2	Bidders are required to quote the price in the Price Schedule/Price bid for the commercial, contractual and technical obligations outlined in the bidding documents.					
10.3	Bidders shall give a breakdown of the prices in the manner and detail called for ir of Quantity (BOQ) (excel format)					
		so required to furnish the detailed break-up of their BOQ price in the ovided along with Bidding documents) in the following manner:				
	Schedule No. 1	Plant and Equipment including Type Tests charges (if applicable) and Mandatory Spares to be supplied from within the Employer's Country				
	Schedule No. 2	Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares.				
	Schedule No. 3	Installation Services including Erection and Civil/Structural Works (as applicable) and O&M (Schedule 3C), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.				
	Schedule No. 4	Goods and Services Tax (GST), applicable on Schedules – 1,2, & 3, not included in bid price.				
	Bidders shall note that the plant and equipment included in Schedule no. 1 above shall exclude all materials used in civil, building and other construction works, if any. All such materials shall be included and priced under Schedule No.3 (Installation Services).					
10.4	In the BOQ/Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows:					
	(a) Schedule 1: Plant and Equipment (including Type Test Charges) and Manda Spares to be supplied from within the Employer's country (Schedule No. 2) be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shel applicable) basis and shall be inclusive of all costs as well as taxes, duties levies paid or payable on components and raw materials incorporated or t incorporated in the facilities.					
	incidental to	Local Transportation, Inland Transit Insurance and other local costs delivery of the Plant and Equipment including Mandatory Spares ed in Schedule-2.				
	(Loca	ers are advised to price their bids in such a manner that Schedule 2 al Transportation and Inland Transit Insurance and Other Local s Incidental To Delivery Of Plant & Equipment) Price Component of				

		INSTRUCTIONS TO BIDDERS (ITB)	
		the bid price should not be more than maximum percentage (specified in BDS) of the cumulative total of Ex-works Price of MacEquipment indicated in Schedule No.1.	
		In case the Transportation (including Inland Transit Insurance) is about the maximum percentage specified above, the amount by which it higher shall be retained while releasing progressive payments due of transportation, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due of Commissioning of the Premise.	is on nt.
(c)	applic years separ contra and the transi include opera other	cable) and Operation & Maintenance (O&M) (Schedule 3C) for number as specified in BDS/SCC/Technical Specification shall be quote actely (Schedule No. 3) and shall include rates or prices for all laboractor's equipment, temporary works, materials, consumables and all matternings of whatsoever nature, charges for insurance covers other than inlated Insurance, charges for Safety Aspects/Compliance to Safety Rulling operations and maintenance services (if applicable), the provision and maintenance manuals, training of employer's personnel, etc., as services, as identified in the Bidding Documents, as necessary for the	of ed ur, ers nd les of
	(i)	Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price (if applicable)) should not be less than minimum percentage (as specific in BDS) and should not be more than the maximum percentage applicable and specified in BDS) of the cumulative total of Ex-wor Price of Main Equipment indicated in Schedule No.1.	ice ed (if
		In case the Installation Price is below the minimum percentage specific above, the amount by which it is lower shall be retained proportionate from the Ex-works component of Contract price while releasing paymer due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rabasis upon completion of installation of the respective equipment and certification by the Project Manager.	ely nts he ata
		In case the Installation Price is above the maximum percentage specific above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interestable be payable on the retained amount. The aforesaid retained amounts shall be paid along with payment due on completion of Trial Operation Completion of Facilities of entire project.	ng est unt
	(ii)	Bidders are advised to price their bids in such a manner that the Civil Wor Price Component of the bid price (including Site Fabricated Structural wor price) should not be less than minimum percentage (as specified in BD and should not be more than maximum percentage (if applicable as specified in BDS) of the cumulative total of Ex-works Price of Ma Equipment indicated in Schedule No.1.	rks (S) nd
	(c)	applic years separ contra and the transi include opera other propes	the bid price should not be more than maximum percentage (specified in BDS) of the cumulative total of Ex-works Price of Mc Equipment indicated in Schedule No.1. In case the Transportation (including Inland Transit Insurance) is abothe maximum percentage specified above, the amount by which it higher shall be retained while releasing progressive payments due transportation, and no interest shall be payable on the retained amout The aforesaid retained amout shall be paid along with payment due Commissioning of the Premise. (c) Schedule 3: Installation Services including Erection and Civil & Allied Works (applicable) and Operation & Maintenance (O&M) (Schedule 3C) for number years as specified in BDS/SCC/Technical Specification shall be quot separately (Schedule No. 3) and shall include rates or prices for all labo contractor's equipment, temporary works, materials, consumables and all matter and things of whatsoever nature, charges for insurance covers other than inla transit Insurance, charges for Safety Aspects/Compliance to Safety Rul including operations and maintenance services (if applicable), the provision operations and maintenance manuals, training of employer's personnel, etc., a other services, as identified in the Bidding Documents, as necessary for t proper execution of the Installation Services. (i) Bidders are advised to price their bids in such a manner that Installati Price Component of the bid price (excluding Civil/Structural works pri (if applicable)) should not be less than minimum percentage (as specified in BDS) and should not be more than the maximum percentage applicable and specified in BDS) of the cumulative total of Ex-wor Price of Main Equipment indicated in Schedule No.1. In case the Installation Price is below the minimum percentage specifia above, the amount by which it is lower shall be retained proportionate from the Ex-works component of Contract price while releasing payment due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid

Clause No.		INSTRUCTIONS TO BIDDERS (ITB)
		In case the Civil Works Price (including Site Fabricated Structural works price) is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager.
		In case the Civil Works Price (including Site Fabricated Structural Works Price) is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities of entire project.
	(iii)	Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than minimum percentage (as specified in BDS) of the cumulative total of Civil + Installation/ Erection + Structural Works portion of the Contract.
		In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Civil + Installation/ Erection + Structural Works portion of the Contract, the amount by which it is lower shall be retained proportionately from the other components of Schedule-4 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects/ Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis.
	(iv)	Bidders are advised to price their bids in such a manner that the O&M Component should not be less than minimum percentage (as specified in BDS) of the cumulative total of EPC Price (i.e Supply (Sch-1), Transportation (Sch-2) and Installation Services (Sch-3) (incl Civil & Safety))
(d	basis Charg	In case O&M Charges are below the minimum price as mentioned, the amount by which it is lower shall be retained from the Ex-Works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro- rata basis upon completion of O&M Period and its certification by the project manager mended Spare parts shall be quoted separately in Schedule 5 on EXW in accordance with subparagraph (a) above. Local Transportation es including Inland Transit Insurance etc., for recommended spares shall e quoted in Schedule-5 and shall not be included in Schedule No. 2 by the

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	(e) The prices quoted in Schedule Nos. 1,2 & 3 shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies & Charges on the Materials incorporated in Erection and Civil & Allied Works (as applicable) shall also be included in the prices quoted in Schedule No. 3 & no separate payment on this account, whatsoever, shall be made by Employer.	
	Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 1, 2 & 3 shall not be included in respective schedules but shall be quoted separately in Schedule No. 4. The Goods & Services Tax (GST) quoted by the bidder in Schedule No. 4 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for submission of Price Bids.	
	Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.	
10.5	The terms EXW, FOB, CIF, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.	
10.6	Benefits / Concessional Custom Duty	
	- Solar Photo Voltaic Power Generation Projects	
	Bidder may ascertain the availability of Custom Duty benefits under the Customs Tariff Act, available on import of Raw Materials/ Sub- Assembly/ Items, which are required for the manufacture and supply of plant and equipment to be incorporated in the facilities under the Contract. The Employer shall issue the required Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefit under the Contract. For issuance of such Certificate by the Employer, the bidders shall be required to indicate the import content included in their bid price, in Attachment-1P of Price Bid. The relevant Certificate will be issued on this basis only.	
	In addition, Bidder may also like to ascertain the availability of Custom Duty Benefits available for import of construction Equipment, if any, as per the extant Customs Acts & Notification of Govt. of India. Where the Bidder has quoted taking into account the Custom Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer in Attachment-2P . The relevant Certificate will be issued on this basis only and no subsequent change will be permitted.	
	However, if the above certificates are required to be issued by any department/ministry of Government of India or State Government where the Project is located other than Employer, the bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue a letter of recommendation.	
	Further, the bidders shall themselves be solely responsible for availing the above	

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the Employer shall neither be liable nor responsible in any manner whatsoever.	
10.7	Price Basis	
	Prices quoted by the Bidder shall remain firm and fixed for the entire period of execution of the Contract.	
11.0	Bid Currencies	
11.1	Bidders shall quote all prices in Indian Rupees only.	
12.0	Bid Security	
12.1	The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Bid Data Sheet (BDS). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.	
12.2	The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transf (EFT) or a bank guarantee from any of the banks specified in the Bid Data Sheet (BD or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).	
	Bidder can Submit the Bid Security Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited as per details given below.	
	(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007 (v) Account No.: 000705008910	
	Upon successful e-payment of the Bid Security to NVVNs bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.	
	The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.	

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
12.3	Whenever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Bid Security of the Joint Venture must be on behalf of all the partners of the Joint Venture.		
12.4	Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the PMC as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal.		
12.5	Deleted.		
12.6	Subject to clause 12.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.		
12.7	The Bid Security of the successful Bidder to whom the contract is awarded will be returned by the PMC when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities to the Employer pursuant to relevant clauses of ITB.		
12.8	The Bid Security may be forfeited		
	 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 for Arithmetical Correction. c) If the Bidder refuses to withdraw, without any cost to the PMC, any deviation, variation, additional condition or any other mention anywhere in the 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 required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB. e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of PMC. f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact. 		
12.9	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 NVVN 's Beneficiary Bank whose details are provided herein		
	below: (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001 (iv) IFSC Code: ICIC0000007		

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)			
	BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:			
	BG advising message: IFN 760COV/ IFN 767COV via SFMS			
	Field Number: Particulars (to be mentioned in Row 1)			
	7037: NVVNBG8910 (unique identifier)			
12.10.1	Wherever the submission of Bid Security has been prescribed in the Bidding Documents, the Bid must be accompanied by the Bid Security in a separate envelope. The envelope must be clearly marked on top to evidence the presence of bid security and suitable marking instructions to this effect may be included in the bidding documents.			
	In case the Bid Security is deposited by the Bidder/ vendor to NVVNs bank account, bidder to submit the proof of e- payment of bid security either in separate envelope or in the e-tendering portal.			
12.10.2	In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit 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, subject to para 12.10.2.1 below:			
	(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 PMC's banker stating the date of sending.			
	 c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-III to BDS. 			
	SFMS / SWIFT message must be sent to the PMC's bank, details of which are mentioned in Bidding documents.			
	(ii) Bidders shall also be required to upload the scanned copy of the BG on e- Tender Portal in Fee Cover.			
12.10.2.1	The bidder shall be required to submit all the documents in the manner as specified a para 12.10.2 above, to reach NVVN before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and shall not be opened.			
	In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NVVN at the address mentioned in Bidding Documents, not later than 10 days from			

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	the date of submission of Techno-Commercial bids or before the Price whichever is earlier, failing which its bid shall be rejected and not conside evaluation.	
13.0	Period of Validity of Bids	
13.1	The Bid (comprising Techno-Commercial and Price envelope) shall remain valid for a period of one hundred twenty (120) days from the deadline set for submission of Bid. The bid valid for a shorter period shall be rejected by PMC as being non-responsive.	
13.1.1	The bidder is required to keep the prices of recommended spares covered under Price Schedule No. 5 valid for a period of six (6) months after Notification of Award for main equipment and mandatory spares.	
13.2	In exceptional circumstances, PMC 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 e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.	
14.0	Format and Signing of Bid	
	The Bids including all the documents uploaded at the e-Tender Portal sh signed (using the appropriate class of digital signature prescribed at e-Ten a duly authorised representative of the Bidder to bind him to the authorization shall be indicated by written power of attorney as per ITB CI and shall be submitted in physical form in a separate sealed envelope/onli deadline for submission of bids.	der Portal) by contract. The ause 8.1.1 (b)
	D. Submission of Bids	
15.0	The Bid [comprising the Bid Form as per Section-VII, Part 1 of 2, tog Attachments (Techno-commercial and price) and BOQ/Price Schedu submitted simultaneously at the e-tender portal through e-tender mode i specified elsewhere in bidding document. No Manual/ Physical Copy of th acceptable, except the documents specified to be submitted in physical fo Clause 8.1.1.	les] shall be n the manner e Bid shall be
	Bidder shall upload the completed Bid Form, Attachments pertaining commercial envelope along with all annexures under 'Technical Cover' at Portal.	•
	The Attachments to Price Envelope, duly completed together with Price Soformat) shall be uploaded in 'Finance cover' at the e-Tender Portal. Further break-up of price in the Price Schedules (if provided along with Bidding docalso be furnished in 'Finance cover'. Bidders may note that Attachm Envelope together with BOQ (excel sheet)/Price Schedule should not be uffectively the e-Tender Portal.	r, the detailed cuments) shall ents to Price

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
	Bidder to further ensure that documents uploaded online are being downloaded properly. PMC shall not be responsible for corrupt files, if any, uploaded online by bidder. Further file related to particular Attachment/Schedule including their annexures/ appendices, if any, shall be given name of that Attachment/Schedule only.		
15.1	Sealing and Marking of Physical Documents		
15.1.1	Documents to be submitted in physical form (as brought out at ITB clause 8.1.1) shall be sealed and marked in the following manner:		
	(i) The bid security furnished in accordance with ITB Clause 12 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: BID SECURITY". (ii) The tender fee shall be sealed in separate envelope duly marking the envelope		
	(iii) All other Original documents required to be submitted in physical form in line with ITB Clause 8.1.1 shall be sealed in a separate envelope duly marking the		
	envelope as "Techno-Commercial Bid – Physical Documents"		
	The envelopes shall then be sealed in an outer envelope.		
15.1.2	The inner and outer envelopes shall:		
	(a) be addressed to the PMC at the address given in the Bid Data Sheet (BDS), and		
	(b) bear the Package name indicated in the Bid Data Sheet (BDS), the Invitation for Bids number indicated in the Bid Data Sheet (BDS), and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet (BDS), pursuant to ITB clause 16 i.e. 'Deadline for Submission of Bids'.		
15.1.3	The inner envelopes shall also indicate the name and address of the Bidder.		
15.1.4	If the outer envelope is not sealed and marked in the manner specified above, the PMC will assume no responsibility for its misplacement.		
16.0	Deadline for Submission of Bids		
16.1	Bids (both Techno-Commercial and Price) must be submitted online at e-tender portal not later than the time and date stated in the e-Tender Portal.		
16.2	The physical documents in line with ITB Clause 8.1.1 shall be submitted before stipulated bid submission time at the address specified in BDS and PMC shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.		
16.3	PMC may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 6.0 i.e. 'Amendment to Bidding Documents', in which case all rights and obligations of PMC and Bidders will thereafter be subject to the deadline as extended.		