

***NTPC LIMITED***  
*(A Government of India Enterprise)*



***SECTION – II***  
***INSTRUCTION TO BIDDERS***  
***(ITB)***  
***FOR O&M WORKS***

**Rev. Dated 15.05.23**

**INSTRUCTIONS TO BIDDERS (ITB)**

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# INSTRUCTIONS TO BIDDERS (ITB)

## PART A - GENERAL

### 1.0 INTRODUCTION

- 1.1 NTPC Limited, (hereinafter called “NTPC” or “Employer”), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
- 1.2 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

### 2.0 SOURCE OF FUNDS

Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

### 3.0 CONFLICT OF INTEREST

- 3.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids.

### 4.0 BIDDER'S SITE VISIT

The Bidders are advised to visit the Site to familiarize themselves with the nature and quantum of work and site condition and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## PART B - BIDDING DOCUMENTS

### 5.0 CONTENT OF BIDDING DOCUMENTS

- 5.1 The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with amendments, if any, issued in accordance with ITB Clause 8.0 below.

## Section

I	Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)
II	Instructions to Bidders (ITB)
III	General Conditions of Contract (GCC)
IV	Special Conditions of Contract (SCC)
V	Technical Specifications and Bid Drawings
VI	Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)
VII	Forms and Procedures

5.2 The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.

5.3 **Qualifying Requirements**, if applicable

The qualifying requirements for the tender are specified in the NIT/Tender enquiry.

5.4 **Documents in support of meeting Qualifying Requirements**

Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.

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 Attachment 3. ***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.

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 3 (three) times the reference documents like Work Orders/Purchase Orders/Letter of Awards/Contract Agreement, client certificates etc. for each Qualifying Requirement criteria specified in the tender.***

Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following General Technical Evaluation (GTE) condition:

"Do you certify full compliance on Qualifying Requirements?"

Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:

(a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid,

for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

- (b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in NIT/Tender Enquiry shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
- (c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

## **5.5 Bid Drawings**

The Bidder is requested to refer the Technical Specifications for the provisions in this regard.

## **6.0 CLARIFICATION OF BIDDING DOCUMENTS**

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.

EMPLOYER will post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

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 a clarification, it shall do so and upload the amendments in the tender on the ~~e-tender portal~~ **GePNIC portal**.

## **7.0 PRE-BID CONFERENCE (If specified in the NIT/Tender Enquiry)**

- 7.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc. The Employer will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre- bid conference unless otherwise fixed or informed in the IFB/NIT.
- 7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.
- 7.3 Record notes of the pre-bid conference including the Employer's response to the queries raised by the Bidders in writing may be prepared and transmitted to all the prospective Bidders by the Employer. Further, any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the Bidding Documents. The record notes of the pre-bid conference shall not be treated as amendment to the Bidding Documents.
- 7.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.

## 8.0 ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS

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.

The corrigendum/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.

To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids..

## PART C - PREPARATION OF BID

### 9.0 COST OF BIDDING

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of his 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.

### 10.0 LANGUAGE OF BID AND UNITS OF MEASURE

- 10.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English, in which case, for the purpose of interpretation of the bid such translations shall govern.
- 10.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

### 11.0 DOCUMENTS COMPRISING THE BID

- 11.1 The bid submitted by the Bidder shall interalia comprise of the following documents:
- (a) Bid Form duly completed and digitally signed by the Bidder using Class II/III digital signatures, together with all Attachments identified in ITB Sub-Clause 11.3 below.
  - (b) Online Schedules of Quantities duly completed.
- 11.2 Bidding procedure shall be as specified in the NIT/SCC.
- 11.3 Each Bidder shall submit with his bid the following attachments:

#### 11.3.1 TECHNO-COMMERCIAL BID

- (a) **Attachment 1: Earnest Money Deposit** *(If specified in the NIT/Tender Enquiry)*  
*(To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal)*

Earnest Money Deposit shall be furnished in accordance with ITB Clause 14.0 in the Form

of EMD BG. Copy of EMD BG shall be uploaded on GePNIC portal with submission of Techno Commercial offer. Original hard copy of EMD BG shall be submitted at Tendering location within 5 days from BOD on GePNIC portal.

(b) **Attachment 2: Authority to Sign the bid** *(To be given offline in physical form and copy to be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause No.13.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.
- iv) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

(c) **Attachment 3: Bidder's Qualifications** *(To be uploaded in on GePNIC portal the portal with submission of Techno Commercial offer)*

Documentary evidence establishing that the Bidder meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid:

**(A) Legal Status of the Company**

1. In case of Sole Proprietorship Concern

- i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
- ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.

2. In case of Partnership Firm

- i) Certified photocopy of the Partnership Deed, with up-to-date amendments (if any).
- ii) Registration certificate issued by the Registrar of Companies concerned, if any.
- iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.

3. In case of Private Limited Companies

- i) Certified to be true and up to date amended copy of Memorandum and Articles

of Association of the Company.

ii) Certificate of incorporation of the Company.

4. In case of Public Limited Companies and Statutory Corporations.

i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.

ii) Certificate of Incorporation of the company - In case of public limited Co. only.

iii) Certificate of Commencement of Business - In case of public limited Co. only.

5. In case of Consortium/ Joint Venture bid

- i) The information listed in Qualifying Requirements in NIT/IFB/Tender Enquiry shall be submitted for each Joint Venture or Consortium partner.
- ii) The bid, shall be signed so as to be legally binding on all partners;
- iii) One of the partners shall be nominated as being in charge and shall be designated as leader; this authorisation shall be evidenced by submitting with bid, a power of attorney signed by legally authorised signatories of all the partners;
- iv) An authorisation authorising the leader to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture or Consortium and the entire execution of the Contract including payment to be done exclusively with the leader;
- v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (iii) above as well as in the Bid Form and in the Agreement (in the case of a successful bid);
- vi) Joint Venture / Consortium Agreement entered into by the Joint Venture or Consortium partners shall be submitted with the bid. The Joint Venture or consortium Agreement shall clearly specify the work and responsibility of each partner or a notarised copy.
- vii) A copy of the Partnership Deed/Memorandum & Articles of Association/Certificate of incorporation as the case may be of the prime bidder and all the Partners of Joint Venture / Consortium shall also be enclosed.

**(B) Financial Status**

In support of meeting the Financial criteria specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished

with the bid:

1. Audited financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant.
2. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.

**(C) Proof of Execution of Works**

In support of meeting the work execution requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the following documents shall be furnished with the bid

- i) Copies of the Letter of Award/Purchase orders/Contracts
- ii) Certificate(s) from the Client(s) for successful execution of the assignment with value and period of execution.

**(D) Other requirements specified in the Qualifying Requirements.**

In support of meeting the other requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents specified in the SCC shall be furnished with the bid.

The documentary evidence of the proposed sub-contractor's qualifications against the sub qualifying requirements if so specified in the bidding documents shall also be furnished in Attachment - 4. - See Sub-Clause (d) below.

Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding documents.

- d) **Attachment 4: Subcontractors Proposed by the Bidder** (To be uploaded on GePNIC portal with submission of Techno Commercial offer)

The Bidder shall furnish the names of the agencies for each sub-contract(s) alongwith the broad scope of work for each of the sub-contracting works proposed for subcontracting.

- e) **Attachment 5: Equipment/ Machinery deployment Schedule** ( As applicable) To be uploaded on GePNIC portal with submission of Techno Commercial offer)

The Bidder shall indicate the quantum and schedule of the equipment/ machinery/ lab equipment etc. he proposes to deploy for the Work under this bid.

- f) **Attachment 6: General Declaration of Bidder** (To be uploaded on GePNIC portall with

*submission of Techno Commercial offer)*

Declaration that the Bidder has carefully examined the Bidding Documents in totality and his authorised personnel have visited the site for assessment of all factors for the purposes of bidding.

- g) **Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

Authorisation Form for release of payments through Electronic Fund Transfer System.

- h) **Attachment 8: Details of PF, ESI, PAN and GSTIN Regn..** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

The details of registration for PF, ESI, PAN and GSTIN to be furnished.

In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.

- (i) **Attachment 9: Declaration Regarding GST** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

The bidder shall necessarily quote the GST applicable in the Schedule of Quantities. Further, the services covered under RCM must be declared in Attachment 9 of Forms & Procedures (Section VII) and specify the GST applicable. However, levies, royalty, fees etc., if any, shall be included in the price.

- (j) **Attachment 10: Technical Compliance** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications and Bid Drawings (Section V)

- (k) **Attachment 11: Declaration of Local Content** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

Submission of above shall be considered as bidder's confirmation to the following conditions:

a) Bidder is a Class-I Local Supplier.

b) Local value addition (to be declared in Bid Form) is done at vendor premises in India.

c) Bidder fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable. bidder further confirm that in case such item(s) are bought-out for them, bidder shall source the same from Class-I local supplier only.

C

) Vendor has not 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

- (l) **'NIL' Deviations Certificate** *(To be accepted online under GTE on GePNIC portal)*

**No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.**

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 Documents?”

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) Full compliance to all provisions of Bid Documents.**
- (b) Fraud Prevention Policy of NTPC.**
- (c) Policy for Debarment from Business Dealings of NTPC.**
- (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 (if applicable)**
- (f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC**

Acceptance of above GTE shall be considered as Bidder's confirmation that any deviation to the provisions of Bidding Documents found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.

- (m) Declaration on Qualifying Requirements** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

Declaration by the Bidder towards compliance on "Qualifying Requirements" shall be submitted as following:

- (a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
- (b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
- (c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

- (n) Declaration on Debarment Policy** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

Declaration to the effect that the Bidder shall abide by Policy on Debarment of Business Dealings of the Employer displayed on NTPC's website <http://www.ntptender.com> indicating his compliance to the provisions of ITB Sub-Clause 30s to be uploaded on GePNIC portal

- (o) Declaration on Fraud Prevention Policy** *(To be uploaded on GePNIC portal with submission of Techno Commercial offer)*

Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer

displayed on NTPC's website <http://www.ntpctender.com> indicating his compliance to the provisions of ITB Sub-Clause 29 to be uploaded on GePNIC portal

**11.3.2 PRICE BID**

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal.

Declaration regarding local content as per the Employer's format, for granting of purchase preference.

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. No further claim in this regard shall be entertained by the Employer.

Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) 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 and will be dealt in line with the Fraud Prevention Policy of NTPC.

**### This shall be applicable only in Procurement and Contract cases with estimated value in excess of INR 10 Crore.**

- 11.4 Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at the time of enlistment" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Non compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.
- 11.5 A conditional Price Bid shall run the risk of rejection.**
- 11.6 Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.
- 12.0 BID PRICES AND PRICE BASIS**
- 12.1 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. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.
- 12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.
- 12.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents. Items of the work described in the Bill of Quantity (BOQ) for which no rate or price has been entered therein by the Bidder, shall also be considered as an abnormally quoted item and shall be governed by the relevant provisions of ITB Sub-Clause 23.4.

The successful bidder if awarded the contract shall take sufficient care in moving the plants equipments and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and under ground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

- 12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties as per GCC clause 22.0 However, levies, royalty, fees etc., if any, shall be included in the price as per GCC clause 22.0

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ.

- 12.5 The Contractor shall be responsible for payment of any tax levied *on the* 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any.

The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening.

However, the Contract Price shall be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be, at the rate(s) prevailing within seven (7) days prior to the date of bid opening.

**The rate of GST and all other taxes & duties applicable shall be quoted in the bid in the Bill of Quantities and in case RCM is applicable on any service same shall be specified in Attachment 9 of Forms & Procedures (Section VII).**

- 12.6 The bidder shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities.

The estimated value of Owner Issue Materials, if any, to be considered for working out GST liability, if applicable, as indicated in SCC.

Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.

In case of any variation between the pre-determined value and actual value of Owner Issue Material during the execution of the contract, an equitable adjustment shall be made to the applicable GST amount.

In case GST is applicable on free issue material, the Bidder must indicate the same in Attachment 9 of Forms & Procedures (Section VII). In case the same has not been specified by the Bidder in Attachment 9 of Forms & Procedures (Section VII), GST paid by Employer shall be to Bidder's account.

GST component will be deposited with the concerned authorities by the Employer.

### **13.0 BID VALIDITY**

- 13.1 The Bidder shall keep his bid valid for a period of 180 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.

- 13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the

request will not be permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.

#### 14.0 BID SECURITY / GUARANTEE / EARNEST MONEY

**Bid security shall be in form of EMD BG on GePNIC portal.**

~~14.1 The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on line payment) superscribed on the top as under:~~

~~“ORIGINAL EARNEST MONEY DEPOSIT FOR ..... (NAME OF PACKAGE) SPECIFICATION NO. .... DUE ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER).”~~

~~14.2 The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of~~

~~1) Demand draft drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SCC to this bidding document~~

~~OR~~

~~2) Banker's cheque drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SCC to this bidding document~~

~~OR~~

~~3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹50,000/ (Rupees Fifty thousand only)~~

~~OR~~

~~4) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e tender portal~~

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents/ as per GePNIC portal Format. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

14.3 Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.

**14.4 Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.**

14.5 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 after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.

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 report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/ negotiation/annulment.

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.

- 14.6 The Earnest Money Deposit of the successful Bidder to whom the Contract is awarded will be returned when the said Bidder has signed the Contract Agreement pursuant to ITB clause 27.0 and has furnished the required Security Deposit pursuant to GCC Clause 19.0.
- 14.7 The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:
- 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 23.2.
  - c) If the Bidder refuses to withdraw, without any cost to the Employer, 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 time limit,
    - (i) to sign the Contract Agreement in accordance with ITB clause 27.0 and/or
    - (ii) to furnish the required Security Deposit in accordance with GCC clause 19.0.
  - e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
  - f) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.
- 14.8 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

15.0 **WORK SCHEDULE**

The entire Work covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilization of all resources.

**PART D - SUBMISSION OF BID**

~~16.0~~ ~~SEALING AND MARKING OF BID.~~ **Submission of Bid shall be online through GePNIC portal, in line with the provisions of GePNIC portal Bid and GePNIC portal GT.**

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.

- 16.1 Documents to be submitted in physical form (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner:

- (i) The Earnest Money Deposit (in case paid in modes other than on-line payment) furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1 : EARNEST MONEY DEPOSIT".
- (ii) The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2 : POWER OF ATTORNEY".
- (iii) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".
- (iv) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".
- (v) The 'Integrity Pact" (if applicable) as per ATTACHMENT-11 duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "ATTACHMENT- 11 : INTEGRITY PACT".

The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address given in the NIT/Tender Enquiry/SCC, and
- (b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry, pursuant to ITB clause 16.

16.3 The inner envelopes shall also indicate the name and address of the Bidder.

16.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for its misplacement.

**17.0 BID SUBMISSION**

Bidders are requested to submit offer / proposal as under:

**(A) TECHNO-COMMERCIAL BID**

**(I) OFF-LINE BID (PHYSICAL BID)**

**Envelope-1... marked as 'EMD/Bid Security'**

- a) Bid Form 1: EMD form
- b) Attachment 1 : Earnest Money Deposit, in case paid in modes other than on-line payment
- c) Attachment 2 : Authority to Sign the bid
- d) Attachment 7 : Electronic Fund Transfer (EFT) Form

Any other document asked for in the SCC.

**(II) ON-LINE BID**

**(i) Acceptance of conditions of GTE**

Following conditions specified in the GTE:

- a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)
- b) Compliance On Qualifying Requirement
- c) Acceptance of NTPC Safety Rules
- d) Acceptance of NTPC Fraud Prevention Policy
- e) Declaration On Debarment Policy

**Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.**

Any other condition, if mentioned in GTE, requiring any confirmation/information are to ticked/filled up suitably.

**(ii) Upload the following in FEE Cover/Envelope**

- a) Attachment 1: Earnest Money Deposit (scanned copy)
- b) Cost of Bidding/Tender Documents

**(iii) Upload the following in Pre-Qual/Technical Cover/Envelope**

- a) Attachment 2: Authority to sign the bid (scanned copy)
- b) Attachment 3: Bidders Qualification Documents
- c) Attachment 4: Sub-contractor proposed by Bidder
- d) Attachment 5: Equipment/Machinery Deployment Schedule
- e) Attachment 6: General Declaration
- f) Attachment 7: Electronic Fund Transfer (EFT) Form
- g) Attachment 8: Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.
- h) Attachment 9: Declaration Regarding GST
- i) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc.
- j) Attachment 11 : Declaration of Local Content

Any other document asked for in the SCC/Technical specifications also to be uploaded in Pre-Qual/Technical Cover/Envelope.

**46-5 PRICE BID: Submission of Bid shall be online through GePNIC portal, in line with the provisions of GePNIC portal Bid and GePNIC portal GTC.**

Offer price on GePNIC portal: The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all-inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GePNIC portal, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GePNIC portal

**18.0 DEADLINE FOR SUBMISSION OF BID**

~~18.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry. Bid shall be submitted online on~~

GePNIC portal.

- 18.2 The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 above, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

**19.0 LATE EARNEST MONEY DEPOSIT AND INTEGRITY PACT**

Any Earnest Money Deposit (EMD BG) (or extension thereof) and/or Integrity Pact bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 18, will be rejected and returned unopened to the Bidder.

**20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID**

20.1 Bidders are requested to submit the bids on-line on NTPC e-tender Portal.

20.2 Bids shall be hosted / uploaded and submitted on the NTPC e-tender portal by the date & time specified in the NIT/Basic data of the Tender in the e-tender portal.

20.3 Bid Modification and withdrawal: 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.

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 14.7(a) above.

20.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in clause 13.0 of ITB.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Sub-Clause 14.7(a).

**PART E - BID OPENING AND EVALUATION**

**21.0 BID OPENING**

~~The bids will be opened at the time, date and location notified in the NIT/IFB/Tender Enquiry in the presence of the Bidder's authorised representatives (not exceeding two per Bidder) who choose to attend. All important information's and any such other detail, as may be considered appropriate by the Employer will be read out during the bid opening.~~ **Bid shall be opened online on GePNIC portal**

**22.0 CLARIFICATION OF BIDS**

**Bidder's attention is drawn that during the period, the bids are under consideration, the Bidder is advised to refrain from contacting by any means, the Employer and/or his employees/representatives on matters related to the bids under consideration and that if necessary, the Employer will obtain clarifications from the Bidder in writing. Any effort by a Bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the Bidder's bid.**

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.

## **23.0 EVALUATION AND COMPARISON OF BIDS**

### **23.1 BID EVALUATION**

- 23.1.1 The Employer will initially determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one
- (i) that affects in any substantial way the scope, quality or performance of the contract; or
  - (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or
  - (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 23.1.2 The 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 the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 23.1.3 Further, for order preference, MSE guidelines mentioned in ITB Clause 31.0 read in conjunction with ITB Clause 32.0 "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB, shall be applicable as mentioned in Special Conditions of Contracts (SCC).
- 23.1.4 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 format of "Do you certify full compliance to ITB clause Restrictions on procurement from a Bidder of a country which shares a land border with India?" Acceptance of above 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. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of "Policy for Debarment of Business Dealings" and shall be dealt accordingly.

### **23.2 Arithmetical Correction**

Arithmetical errors in the bid will be rectified on the following basis:

If on check there are found to be differences between the rates/prices given by the Bidder in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum amended accordingly. The bid sum so altered shall,

for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.

- 23.3 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.
- 23.4 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid.

Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under Employer's Policy for Debarment from Business Dealings relating to some other tender/contract, shall also be informed in writing that their bid has been rejected and their bid security shall be returned, in accordance with ITB clause 14.5.

### **23.5 Abnormally High or Low Rated Items.**

If the rates/prices quoted by the successful bidder for certain items of the schedule of Quantities are found to be having a variation of +/-25% or above in relation to Employer's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).

After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/NTPC may require that amount of Performance Security be increased at the expense of the recommended bidder by 25% of the value of variation in respect of ALR item, to protect Employer against financial loss in the event of default by the contractor under the contract, to carry out such low rated items of works if award is placed on recommended bidder. Further, the Employer/NTPC may require the contractor to provide a suitable undertaking to execute the items of works to complete the entire work under the contract.

The items for which performance security is enhanced shall be identified separately in the contract. Upon execution of such identified items, the enhanced value of Performance security will be reduced every three months on a pro-rata basis.

### **23.6 Post-Qualification**

- 23.6.1 The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.
- 23.6.2 The determination will take into account the Bidder's capabilities, based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the Attachments – 3 and 4 as well as such other information as the Employer deems necessary and appropriate. The Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
- 23.6.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 23.6.4 The capabilities of the vendors and subcontractors, proposed in Attachment - 4, to be used by the lowest evaluated Bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the bid price, prior to award.

## **PART F - AWARD OF CONTRACT**

### **24.0 AWARD CRITERIA**

Subject to ITB Clause 25.0, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid , provided that such Bidder has been determined to be qualified to perform the contract satisfactorily as per methodology indicated in SCC , SECTION-IV” and as per methodology read in conjunction with ITB Clause 32.0 “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in SCC clause no.33.

Subject to ITB Clause 25 (Employer’s Right to Accept any Bid and to Reject any or all bids) and Employer’s Policy for Debarment from Business Dealings, the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable)], as per methodology indicated in Annexure-II to BDS. No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer’s Policy for Debarment from Business Dealings.

#### **25.0 EMPLOYER’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

Notwithstanding ITB Clause 24.0, the Employer reserves the right to accept, (whole or in part) and the Bidder shall be bound to perform the same at his quoted rate, or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action. Decision of Employer shall be final and binding in this regard.

#### **26.0 LETTER OF AWARD**

26.1 Prior to the expiration of the bid validity prescribed by the Employer, the Employer will issue a Letter of Award(LOA)/Service Purchase Order to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment, price adjustment, and other important aspects in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract.

26.2 This Letter of Award/Purchase Order will constitute the formation of the Contract.

26.3 Prior to the expiration of the bid validity prescribed by the Employer, the Employer can issue a Brief Letter of Award (LOA) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of award shall constitute the formation of the Contract.

#### **27.0 SIGNING OF CONTRACT AGREEMENT**

27.1 The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value for contract more than 02 lakhs.

#### **27.2 Manner of Execution of Contract Agreement**

- i) Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in three originals and the Contractor shall be provided with one signed original and the other two originals will be retained by the Employer.
- iii) The Contractor shall provide free of cost to the Employer all the engineering data, drawings

and descriptive materials submitted as a part of his bid, in at least three (3) copies to form an integral part of the Contract Agreement within twenty-eight (28) days after issuing of Letter of Award/Purchase Order. The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.

- iv) Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
- v) Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide to the Employer with at least three(3) true copies of Contract Agreement within twenty-eight (28) days of its signing. The Contractor will also provide one (1) electronic version of the Contract Agreement to the Employer within thirty (30) days of its signing.

## **28.0 INELIGIBILITY FOR PARTICIPATION IN RE-TENDER/FUTURE TENDERS**

- 28.1 Notwithstanding the provisions specified in ITB Sub-Clause 14.7 and ITB Clause 32, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security, and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
- 28.2 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 for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.
- 28.3 If a 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 sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.

## **29.0 ADHERENCE TO FRAUD PREVENTION POLICY**

The Bidder/Contractor 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 website <http://www.ntpctender.com> The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the GTE condition "Acceptance of Fraud Prevention Policy of NTPC".

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 Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

## **30.0 POLICY FOR DEBARMENT FROM BUSINESS DEALINGS**

## Policy for Debarment from Business Dealings

30.1 The Employer has in place a Policy for Debarment from Business dealings displayed on the website [www.ntpc.co.in](http://www.ntpc.co.in) / [www.ntpctender.ntpc.co.in](http://www.ntpctender.ntpc.co.in). The version of Policy presently followed by NTPC is **mentioned in ITB**. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

Bidders shall certify their compliance on "**Policy for Debarment from Business Dealings** " of Employer by accepting the following General Technical Evaluation (GTE)/ format of the Tender at e-Tender Portal.

### "Do you certify full compliance to all provisions of Bid Doc?"

Acceptance of above GTE/ format shall be considered as bidder's confirmation to the following conditions:

(1) Bidder has read the contents of Debarment Policy (version mentioned in BDS) displayed on the website [www.ntpc.co.in](http://www.ntpc.co.in) / [www.ntpctender.ntpc.co.in](http://www.ntpctender.ntpc.co.in) and agreed to abide by this policy.

- a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.
- b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.
- c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

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

The version of Policy for Debarment from Business Dealings presently followed by NTPC is **Rev-4**.

## 31.0 BENEFITS TO MSEs

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 Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006,~~ having **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.

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).

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:

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.

- 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 down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- 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.

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

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.

**Note:** Generally, in tenders having Itemwise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Packagewise evaluation generally splitting is not allowed. **Please refer Special Conditions of Contract for specific tender provisions.**

### **32.0 Preference to Make in India and Eligibility for Participation/ granting of Purchase**

Class-I local suppliers' only are eligible to participate in this tender, as defined in Annexure-I to SCC/ 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.

"For order preference, MSE guidelines mentioned above in Clause 31.0 read in conjunction with "Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference