

NTPC LIMITED
(A Government of India Enterprise)



VOLUME I: SECTION – I
INSTRUCTION TO BIDDERS
For

*Supply Installation Testing and Commissioning (SITC) of IP Based Camera Surveillance
at SRHQ Hyderabad*

Sl. no	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits To MSEs
4.1	Methodology for extending benefits to MSEs
4.2	Preference to Make in India and granting of purchase preference to local suppliers
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Bid Security / Earnest Money Deposit (EMD)
15	Confirmation of BGs through Structured Financial Messaging System (SFMS)/ SWIFT
16	Ineligibility For Future Tenders
17	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
18	Nil Deviation
19	Format and Signing of Bid
20	Submission of Bids
20.1	Physical bid
20.1.1	Tender Fee etc. (if submitted offline)
20.2	on-line
20.2.1	Techno-Commercial Bid
20.2.2	Price Bid
21.0	Deadline for Submission of Bids
22.0	Modification and Withdrawal of Bids
23.0	Opening of Bids
24	Clarification on Bids
25	Preliminary Examination of Techno-Commercial Bids
26	Qualification
27	Evaluation Of Techno-Commercial Bids
28	Preliminary Examination of Price Bid
29	Discrepancies In Bid
30	Evaluation Criteria
31	Evaluation Of Bids
32	Contacting The Employer
33	Employer's Right to Accept Any Bid and To Reject Any or All Bids
34	Award Criteria
35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Policy & Procedure for Debarment from Business Dealings
40	Integrity Pact
41	Indian Agents
42	Restrictions on procurement from a Bidder of a country which shares a land border with India.
43	Taxes & Duties
44	Anti-Bribery and Anti-Corruption (ABAC) Policy

1.0	Introduction	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and /or related Services as per specifications, Scope of Work as detailed in the Bidding documents.														
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.														
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" data-bbox="431 590 1468 842"> <tr> <td data-bbox="431 590 727 648">NIT</td> <td data-bbox="727 590 1468 648">Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td> </tr> <tr> <td data-bbox="431 648 727 682">Volume-I, Section-I</td> <td data-bbox="727 648 1468 682">Instruction to Bidder (ITB)</td> </tr> <tr> <td data-bbox="431 682 727 716">Volume-I, Section-II</td> <td data-bbox="727 682 1468 716">General Purchase Conditions (GPC)</td> </tr> <tr> <td data-bbox="431 716 727 749">Volume-I, Section-III</td> <td data-bbox="727 716 1468 749">Not applicable</td> </tr> <tr> <td data-bbox="431 749 727 783">Volume-I, Section-IV</td> <td data-bbox="727 749 1468 783">Standard formats & Check lists etc.</td> </tr> <tr> <td data-bbox="431 783 727 816">Volume-II</td> <td data-bbox="727 783 1468 816">Special Purchase Conditions (SPC)</td> </tr> <tr> <td data-bbox="431 816 727 842">Volume-III</td> <td data-bbox="727 816 1468 842">Scope of Coverage & Conditions and Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Volume-I, Section-I	Instruction to Bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Not applicable	Volume-I, Section-IV	Standard formats & Check lists etc.	Volume-II	Special Purchase Conditions (SPC)	Volume-III	Scope of Coverage & Conditions and Bill of Quantity (BOQ)
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4.0	Benefits To MSEs															
	4.01	Government of India through Ministry of Micro, Small and Medium Enterprises has notified the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (PPP 2012) with the objective of promotion and development of Micro and Small Enterprises by supporting them in marketing their products and services while maintaining core principle of competitiveness, adhering to sound procurement practices and execution of supplies in accordance with a system which is fair, equitable, transparent, competitive and cost effective.														
	4.02	<p>As per the relevant clauses of PPP 2012, Micro and Small Enterprises (MSEs) are eligible for various benefits in procurement of Goods and Services by Government entities/ Public Sector Enterprises, which are as under:</p> <ul style="list-style-type: none"> • Issue of tender documents free of cost • Exemption from payment of Earnest Money Deposit (EMD) • Participating MSEs in a tender, quoting prices within the price band of L1+15% <p>shall be allowed to supply a portion up to 25% (in cases where splitting of quantity is possible) of requirement by matching their prices to L1 price wherever L1 is non MSE bidder. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity). Further, as approved by Board of NTPC, in case of tender item is non-splitable / non-dividable, MSE quoting price within price band of L1+15% shall be awarded full / complete quantity by matching their prices to L1 price where L1 is non-MSE.</p>														

4.03		Benefits under PPP 2012 for MSEs as elaborated at para 2.0 above are applicable only for (a) Goods produced and (b) Services provided by MSEs. In this regard, OM dated 9.11.2016 and its subsequent amendment/clarifications issued by MSME from time to time regarding definition of Goods and Services may be referred. MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.
4.04		<p>Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.</p>
4.1	Methodology for extending benefits to MSEs: (NEW Clause)	
4.1.1		<p>Opening of Bids:</p> <p>a) During the time of bid opening, techno commercial offers of all bidders shall be opened who have submitted either 'EMD and Tender Fee (if applicable)' or 'Udyam Registration Certificate' in lieu of availing 'EMD & tender fee' exemption along with other documents required as per bidding documents.</p> <p>In case of MSEs availing 'EMD and tender fee' exemption based on 'Udyam Registration Certificate' and undertaking as elaborated below in para c) submitted by them, it will be deemed that MSE benefits (for EMD and tender fee) have been extended provisionally and detailed scrutiny/evaluation of documents submitted by MSEs for availing 'EMD and tender fee' benefit shall be done during evaluation after opening of techno-commercial bids.</p> <p>b) However, in case of composite bidding, certificates/documents submitted by MSEs shall be checked/evaluated prior to opening of bids while extending 'EMD and tender fee' benefits.</p> <p>c) For availing MSE benefits elaborated at Para 4.02 above, the MSE bidder shall furnish an Undertaking along with the Bid as per following:</p> <p>i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits, bidder shall confirm that some or all of the items offered / quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration / undertaking by bidder is attached in Standard formats & Check lists (Annexure-13A).</p> <p>ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a</p>

		<p>prerequisite for extending MSE benefits of purchase preference.</p> <p>In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference, but is a manufacturer of at least one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated / treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration / undertaking by bidder is attached in Standard formats & Check lists (Annexure-13B).</p>
	4.1.2	<p>Treatment of MSEs during Evaluation of Bid–Supply of Goods Tenders/ Packages</p> <p>(i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>Purchase preference to eligible MSE will be given only for the item(s) quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on relevant Certificates/Documents for MSEs and If it is found that none of the items offered/quoted by the MSE bidder is / are manufactured by them, then bid of such bidder shall be rejected.</p> <p>However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder.</p> <p>(ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>a) Item(s), for which manufacturing by bidder shall be the necessary pre-requisite for getting purchase preference benefits for the entire package, are indicated in relevant clause of SPC.</p> <p>b) Purchase preference to eligible MSE will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary pre-requisite for getting purchase preference as indicated in relevant clause of SPC.</p> <p>c) If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and it is found that the MSE bidder is not a manufacturer of any of the item(s) of the package, then bid of such bidder shall be rejected. However, in case MSE Bidder is a manufacturer of any / some of the item(s), of the package, then its bid shall be evaluated as "Non MSE" bidder.</p> <p>Purchase preference will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary prerequisite as indicated in relevant clause of SPC.</p>
	4.1.3	<p>Treatment of MSEs during Evaluation of Bids – Service Contracts Tenders / Packages:</p> <p>In case of Service Contracts, the benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p>
4.2	Preference to Make in India and granting of	Purchase preference shall be given to local suppliers as per general methodology

	purchase preference to local suppliers	<p>specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 & 4.1 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable.</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p>Note: Please refer Special Purchase Condition of the bidding document for tender specific provisions as applicable and defined for Preference to Make in India and granting of purchase preference to local suppliers.</p>
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Representation/ Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the timeline specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p> <p>Note: In case of GeM tenders, the queries are to be raised through representation tab of the on-line GeM bid. The representation tab shall be open for the time as specified by GeM. EMPLOYER will post the Clarifications under Representation tab at GeM portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender/ GeM portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding</p>

		documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Tender Fee, if applicable (Not Applicable for GeM tenders) (b) Earnest Money Deposit, if applicable (c) Integrity Pact, if applicable (d) Authority/Power of Attorney to sign the bid (e) Acceptance of General Technical Evaluation, (Not Applicable for GeM tenders) (f) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) along with Annexure-12 & Appendix-1 or 2 to Annexure-15 (g) Conformity to the Technical Specifications & Scope of Work (h) EFT Form, Registration details etc. (i) Priced Bill of Quantity (BOQ) (j) Declaration of local Content, if applicable (k) Udyam Registration Certificate for MSE exemption/benefits, if applicable. (l) Any other details required in the Bid Document.
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on FOR destination basis including P&F, insurance & freight. Price basis shall be FIRM and to remain valid during the currency of the Contract.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions.
14.0	Earnest Money Deposit /Bid Security (EMD), if applicable	
	14.1	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD)/ Bid Security in a separate sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions. 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.
	14.2	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of e-BG, Electronic Fund Transfer (EFT)/ irrevocable Letter of Credit or a bank guarantee from any of the banks specified in the Bid Data Sheets or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).</p> <p>For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only.</p> <p>Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to 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.</p> <p>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. The Bank Guarantee/ Insurance Surety Bond shall be issued on</p>

		<p>Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).</p> <p>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.</p>
	14.3	Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.
	14.4	Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive. In case, the bid security is submitted as e-BG/EFT, bidder to submit the copy of e-BG/proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG/ Insurance Surety Bond) in a separate sealed envelope shall be rejected by the Employer as being non-responsive.
	14.5	<p>BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value as applicable. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value as applicable. The Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by NTPC.</p>
	14.6	Subject to clause 14.8 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 after placement of award on successful bidder.
	14.7	The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities/Security deposits, as applicable, pursuant to relevant clauses of ITB/Bidding Documents.
	14.8	<p>The EMD/Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) 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;</p> <p>c) 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.</p> <p>d) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>e) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).</p> <p>f) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider.</p>
	14.9	<p>CONFIRMATION OF PHYSICAL BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT (Not applicable for e-BGs through NESL platform)</p> <p>While issuing the physical BGS, the Bidder's Bank shall also send electronic message</p>

		<p>through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(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</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>
	14.10	<p>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 14.11 below:</p> <p>(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:</p> <p>a) The scanned copy of the BG. b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending. c) An undertaking from the issuing Bank strictly as per format enclosed as Annexure-16 of Standard Formats and Checklist.</p> <p>SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents.</p> <p>(ii) Bidders shall also be required to upload the scanned copy of the BG on e-tendering portal (GePNIC/GeM).</p> <p>iii) Extension of all BGs/ Insurance Surety Bonds should be on Stamp paper of same value as that of the original BG/ Insurance Surety Bond. The minimum extension of any BG/ Insurance Surety Bond should be three months.</p>
	14.11	<p>The bidder shall be required to submit all the documents in the manner as specified at para 14.10 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p>

15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided as below:</p> <table border="1" data-bbox="431 323 1419 615"> <tr> <td data-bbox="431 323 509 386">i</td> <td data-bbox="509 323 716 386">Bank Name</td> <td data-bbox="716 323 1419 386">ICICI Bank Limited</td> </tr> <tr> <td data-bbox="431 386 509 449">ii</td> <td data-bbox="509 386 716 449">Branch</td> <td data-bbox="716 386 1419 449">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="431 449 509 552">iii</td> <td data-bbox="509 449 716 552">Bank Address</td> <td data-bbox="716 449 1419 552">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001</td> </tr> <tr> <td data-bbox="431 552 509 615">iv</td> <td data-bbox="509 552 716 615">IFSC Code</td> <td data-bbox="716 552 1419 615">ICIC0000007</td> </tr> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers.</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</p>	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
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												
16.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/GeM Contract, either does not accept the Purchase Order/Contract 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.</p> <p>Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.</p> <p>i) 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.</p> <p>ii) If a bidder after having been issued the Notification of Award/Purchase Order/Contract of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order/GeM Contract 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.</p> <p>Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.</p>												
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 120 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being nonresponsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in</p>												

		writing by post or email/ through GeM portal. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
18.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by submitting relevant undertaking/declaration enclosed at Annexure 01 of Volume-I Section-IV (for tenders invited through GeM portal) or through accepting relevant attribute of GTE (for tenders invited through GepNIC portal).</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India. (Not Applicable for GeM tenders)</p> <p>An authorisation letter/power of attorney, indicating that the person signing the bid has the authority to sign the bid, is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p> <p>The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates as per format attached at Annexure-20 of Standard Forms & Formats (In case Integrity Pact is applicable).</p>
20.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
20.1	PHYSICAL BID	
20.1.1	EARNEST MONEY DEPOSIT etc. (if applicable and submitted offline)	<p>Unless otherwise specified in the SPC, no document except Tender Fee & EMD (if applicable and submitted offline) shall be submitted in physical form in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with <i>Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions.</i></p> <p>Tender Fee/EMD, at Bidder's option, may be paid in the form of Demand draft/ Banker's cheque drawn in favour of NTPC Ltd. payable at the station specified in bidding documents or through E-Payment by Credit Card/ Debit Card/ Net Banking on the NTPC e-tender portal.</p> <p>Bidders are advised to preferably submit Tender Fee/EMD on-line on the NTPC e-tender portal (Not applicable for GeM tenders).</p> <p>In case, Tender fee/EMD is paid offline in form of Demand Draft/Banker's Cheque/ Bank Guarantee/ Insurance Surety Bond, Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender. NTPC shall not be responsible</p>

		<p>for any loss or delay in transit of these documents.</p> <p><i>Physical documents (tender fee and or EMD, if applicable and submitted offline, and any other documents if specified in SPC) will be checked before opening of the online Techno-commercial bid and only those bids where valid document(s) is(are) available, will be allowed for opening in line with ITB CI 14.0.</i></p>
20.1.2	<p>Declaration regarding insolvency, bankruptcy and Liquidation</p>	<p>Documents to be submitted in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause 14:</p> <p>Attachment-3L- Declaration regarding insolvency, bankruptcy and Liquidation</p> <p>The Bidder shall not be eligible for bidding, if the Bidder has become the subject of proceedings under any bankruptcy or insolvency laws either by way of voluntary insolvency initiation or upon a judicial order being passed to that effect, thereby admitting the Bidder to Corporate Insolvency Resolution Process (CIRP) or Liquidation proceedings under Insolvency and Bankruptcy Code, 2016 or has a receiver appointed over its properties under any law for the time being in force in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.</p> <p>The aforesaid ineligibility provision owing to the pendency of CIRP, Liquidation, appointed receiver shall also be applicable to any Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary company from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid.</p> <p>In case of a Foreign Company who is participating either as a Bidder or an Associate, Collaborator, Technology Provider which is undergoing insolvency, bankruptcy or liquidation proceedings, as per the extant laws of the respective jurisdiction, shall also not be eligible for bidding or associating or collaborating or providing Technology or partnership with the Bidder.</p> <p>If, at the time of bid submission, any Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take technical and/or financial support for qualification in the bid, was not undergoing CIRP , Liquidation, Bankruptcy or similar proceedings but subsequently during the period of evaluation of bids, including but not limited to technical, commercial and financial evaluation, or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC, 2016 or any similar proceedings have started by any Judicial / Quasi-Judicial Body, the Bidder shall, with immediate effect, be considered as ineligible and his bid shall be rejected forthwith.</p> <p>An undertaking as per enclosed Proforma (Annexure-24A/B/C/D of Techno-commercial bid form) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its TechnoCommercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.</p> <p>Further, the Bidder, from the submission of bid until the award of work, shall immediately inform the Employer of any proceedings / admission / orders passed for admitting the Bidder or any of its Associate, Collaborator or Technology Provider or Bidder's Parent/Holding/Subsidiary Company (from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid) to CIRP by the Adjudicating Authority under IBC, 2016 or any similar proceedings under other applicable laws (in cases where IBC, 2016 is not applicable).</p> <p>Any suppression of such material facts or false declaration shall immediately render the</p>

		<p>Bidder liable for rejection of his bid, forfeiture of bid security/EMD and banning of business dealing as per terms and conditions of the Policy & Procedure for Debarment from Business Dealings.</p> <p>In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained.”</p>
20.2	ONLINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
20.2.1	Techno-Commercial Bid	<p>In line with bid documents requirements, Bidders shall upload the following in techno-commercial Bid:</p> <p>(A) EMD, Bid Form & Integrity Pact</p> <p>(a) Tender Fee (if applicable)</p> <p>(a) Earnest Money Deposit (if applicable)</p> <p>(b) Integrity Pact (digitally Pre-signed by the Employer), the "Integrity Pact" shall be furnished in accordance with the provision of Integrity Pact specified in Bidding documents (if applicable)</p> <p>(c) Bid Form 1</p> <p>(B) QR Documents</p> <p>The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <p>(i) Annexure-12 (QR summary Sheet)</p> <p>(ii) Bidder's Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)</p> <p>(iii) Documents in support of meeting QR stipulated in the tender.</p> <p>(iv) Annexure-12 along with Appendix-1/2 to Annexure-15.</p>

		<p>(C) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>The bidders shall upload the following:</p> <ul style="list-style-type: none"> (a) Eligibility and Conformity to the Technical Specifications & Scope of Work (b) Catalogues, Technical Data Sheets etc. (c) Documents asked for in the Technical Specifications & Scope of Work (d) EFT Form (e) Registration Details (f) Any other document asked for in the Bidding Documents-Special Purchase Conditions and Technical Specifications & Scope of Work.
		<p>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.</p>
20.2.2	Price Bid	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>
		<p>Documents to be uploaded in the format stipulated in the tender.</p>
	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.

21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ online Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's being ineligible for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the bid and forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.9(a) above.</p>
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Earnest Money Deposit envelope (if received any) in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. Subsequently online Fee Cover (in case of Gepric Tenders)/ Technical Bid (in case of GeM Tenders) will also be opened for verification of Tender Fee and/or EMD (if submitted online) in the portal, Power of Attorney & Integrity Pact (if applicable).</p> <p>In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Based on the Earnest Money Deposit (EMD), & Integrity Pact (if applicable) received, Employer shall allow only those online bids for detailed technical evaluation whose EMD & Integrity Pact (if applicable) are acceptable as per conditions of the bid document.</p> <p>Any other document specified in SPC to be submitted along with Tender Fee (if applicable) shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders</p>

		<p>regarding date and time 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 14.7.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online on the e-tendering portal.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
24.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>
25.0	Preliminary Examination of Techno-Commercial Bids	<p>25.1 EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>25.2 Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".</p> <p>In case of tender invited through GeM, bidder has to accept the same on GeM portal.</p> <p>In case of tender invited through GePNIC, bidder has to accept the same by accepting the following attribute of GTE at e-tender portal:</p> <p>"Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India".</p> <p>Acceptance of above attribute of GTE shall be considered as Bidder's</p>

		<p>confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder 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 from Business Dealings” and shall be dealt accordingly.</p>
26.0	Qualification	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made, as per format Annexure 12 (QR summary Sheet) of Volume I Section IV of the bidding documents.</p> <p>References as indicated in Annexure 12 (QR summary Sheet) shall only be considered to ascertain the bidder’s compliance to Qualifying Requirement (QR). Any reference work not mentioned in Annexure-12 shall not be considered for evaluation.</p> <p>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 or Subsidiary / JV companies of NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>i. After issuance of IFB/ NIT, Employer shall issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of meeting Technical QR to the extent mentioned in the communication.</p> <p>In case the bidder who has been issued such communication from the Employer, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works / past experiences in support of meeting Technical QR while submitting their bid.</p> <p>Such bidder shall be required to declare in Annexure-15 (Attachment seeking Bidder’s Technical Qualification Detail) that they have received communication from the Employer and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.</p> <p>However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).</p> <p>ii. In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.</p> <p>iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification</p>

		<p>Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix 1 to Annexure-15 (Undertaking from Statutory Auditor) and/ or Appendix 2 to Annexure-15 (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p>iv. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (https://ntpctender.ntpc.co.in/) under "Policy for Document Authentication Process in Tenders of NTPC Ltd" tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.</p> <p>The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:</p> <p>http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php</p> <p>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p> <p>v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.</p> <p>Where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by submitting the relevant undertaking/ declaration at Volume I Section IV of the bidding documents/relevant GTE attribute on e-tendering portal.</p> <p>Acceptance of above undertaking/ declaration shall be considered as bidder's confirmation to the following conditions:</p> <p>(a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions</p>
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		<p>(SPC).</p> <p>(b) The reference Works/ Orders/ declared Orders, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to Qualifying requirements.</p> <p>(c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure-12 of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or</p>

		service(s) not meeting the specified technical requirements & scope work, shall be rejected.
28.0	Preliminary Examination of Price Bid	The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order. In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the bid shall be rejected.
29.0	Discrepancies In Bid	Not Applicable
30.0	Evaluation Criteria	The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents. 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.
31.0	Evaluation of Bids	a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document. c) To evaluate a Bid, NTPC shall consider the following: <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0,4.1 and 4.2, if applicable. • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded. Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
33.0	Employer's Right to Accept Any Bid and to Reject any or All Bids	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.
34.0	Award Criteria	Subject to ITB Clause 33 and Employer's Policy for Debarment from Business Dealings, 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 read in conjunction with ITB Clause 4.0, 4.1 & 4.2 (if applicable). The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited. 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.
35.0	Construction of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter to be confirmed in writing by letter sent by Speed Post/Registered/courier/email, that its bid has been accepted. The notification of award (Purchase/ Service Order/ GeM Contract) will constitute the formation of the contract and shall be effective from the date of award.</p> <p>Note: In case of bids invited through GeM portal, the Employer will create GeM contract on the successful Bidder on GeM portal. The GeM contract will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 02 of Volume I Section IV by accepting the General Technical Evaluation (GTE) "Do you accept the Fraud Prevention Policy of NTPC?" (in case of GePNIC tenders) or by submitting relevant declaration/undertaking as per Certificate at Annexure 02 of Volume I Section IV (in case of GeM tenders)</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract, then the Earnest Money Deposit shall be forfeited.</p>

39.0	Policy for Debarment from Business Dealings	<p>The Employer has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / ntpc.tender.ntpc.co.in. 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.</p> <p>Bidders shall submit the Declaration on “Policy for Debarment from Business Dealings” as per Certificate at Annexure 05 of Volume I Section IV by accepting the General Technical Evaluation (GTE) “Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC?” (in case of GePNIC tenders) or by submitting relevant declaration/ undertaking as per Certificate at Annexure 05 of Volume-I Section-IV (in case of GeM tenders).</p> <p>The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.</p>
40.0	Integrity Pact	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer’s tender website http://www.ntpctender.com.</p> <p>If asked for in the SPC, a digitally signed copy of the Integrity Pact (Pre-signed by employer) is to be uploaded on e-tendering portal (in case of tenders invited through GePNIC/ GeM portal) as indicated in the SPC.</p> <p>However, for tenders invited through e-GePNIC portal, the following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>“Do you Commit to all the provisions of the Integrity Pact?”</p> <p>(In case of tenders invited through GeM Portal, above declaration shall be required to be mandatorily submitted by the bidder on GeM portal along with techno-commercial bid)</p> <p>On Bidder’s acceptance to the above attribute on GePNIC/ declaration on GeM portal, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents.</p> <p>On Acceptance of the above attribute on GePNIC/ declaration on GeM portal, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.</p> <p>It may also be noted that subsequent to Employer’s evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.</p>
40.1	Independent External Monitors	<p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the implementation and effectiveness of the Integrity Pact Program as per the SOP issued by CVC from time to time and available in its website https://cvc.gov.in/</p> <p>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website(https://ntpctender.ntpc.co.in/) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the NTPC Tenders/Contracts.</p> <p>This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any representation/grievance/complaint pertaining to this package may raise the issue directly with the IEMs at following Address or through e-mail as mentioned in https://ntpctender.ntpc.co.in:</p>

		<p>“The IEMs' Secretariat, Contracts Services, 6th Floor, EOC, NTPC Limited, A-8A, Sector-24, Noida-201301 (UP).”</p> <p>The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub Contractors/ JV partners/ Consortium member with confidentiality.</p> <p>The Nodal Officer for necessary coordination with Independent External Monitors shall be as under:</p> <p>i) Concerned Group Head in CC&M: if the issue pertains to awarding of Contract by CC&M</p> <p>ii) Concerned Group Head of C&M under respective CPG of USSC: if the issue pertains to awarding of Contract by USSC</p> <p>iii) Concerned Head of Department: if the issue pertains to other departments</p> <p>iv) Head of Project/ Station: if the issue pertains to post-award execution or award of Contract by Project/ Station</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
42.0	“Restrictions on procurement from a Bidder of a country which shares a land border with India	
	42.1	<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Annexure-2 to ITB.</p> <p>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 as mentioned in Annexure-2 to ITB. (Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD (1) dated 23.02.2023)</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in Annexure-2 to ITB.</p> <p>However, the said requirement of registration will not apply to bidders/subcontractors</p>

		from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
	42.2	“Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
	42.3	“Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
	42.4	<p>“Bidders from a country which shares a land border with India” / “Sub- contractor from a country which shares a land border with India” mentioned in para 42.1 above means:</p> <p>a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose <i>beneficial owner</i> is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
	42.5	<p>The beneficial owner for the purpose of clause “42.4” above will be as under:</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials.</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>

	42.6	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.</p>
43.0	Taxes & duties	<ol style="list-style-type: none"> i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract. viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law. ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer. x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices. xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source. xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be

		<p>mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.</p> <p>The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.</p>
44.0	<p>Anti-Bribery and Anti-Corruption (ABAC) Policy</p>	<p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer by accepting the following GTE at the e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?” (in case of GePNIC tenders) or</p> <p>Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer by submitting relevant declaration/undertaking as per Certificate at Annexure 03 of Volume I Section IV (in case of GeM tenders)</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section ‘policy docs’ and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.</p>
45.0	<p>CONFLICT OF INTEREST</p>	<p>1) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or</p>

		<p>more parties in this bidding process, if:</p> <p>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</p> <p>b) they have the same legal representative/agent for purposes of their bids; or</p> <p>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</p> <p>e) Bidder participates in more than one bid in this bidding process.</p> <p>f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:</p> <p>i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</p> <p>ii) Indian/foreign agent on behalf of only one principal.</p> <p>For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.</p> <p>2) Bidders shall certify their compliance to Clause "Conflict of Interest" by submission of the Seller Undertaking at GEM Portal. Submission of above shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" 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 Clause, while competing for this contract, then its bid shall be rejected, and EMD/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 Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.</p> <p>3) Compliance to "Conflict of Interest" provisions to be submitted in the form of an Attachment to Bid Form (Techno-commercial bid) as per the format enclosed.</p>
	<p>Important Note</p>	<p>The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</p>

Annexure – 1 to ITB

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

Definitions:

a) '**Local content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

b) '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'**Non-Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

c) '**L1**' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d) '**Margin of purchase preference**' means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

e) '**Nodal Ministry**' means the Ministry or Department identified pursuant to PPP-MII order dated 16.09.2020 in respect of a particular item of goods or services or works.

f) '**Fraud Prevention Policy**' – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.

g) '**Policy & Procedure for Debarment from Business Dealings**'– shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

h) '**Works**', for the purpose of these guidelines, means all works including turnkey works and EPC works.

i) '**Services**', for the purpose of these guidelines, means all services which may include System Integrator Contracts depending upon the nature of package.

1.0 Minimum local content

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

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

Ancillary services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non-local suppliers. Such bidders can't claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. as local value addition.

2.0 Margin of Purchase Preference

2.1 The margin of purchase preference shall be 20%.

3.0 Purchase Preference:

Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:

3.1 Procurements where MSE benefits are not applicable:

(i) In all procurements where MSE benefits are not applicable and **where splitting of quantity/ divisibility of tender has been specified in the bidding documents**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- Among all qualified bids, the lowest evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

- If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the 'Class-I local supplier' will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(ii) In all procurements where MSE benefits are not applicable and **which are not divisible in nature** and the same has been specified in bidding documents, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- Among all qualified bids and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

- If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.

- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.

(iii) "Class-II local supplier" will not get purchase preference in any procurement.

(iv) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price.

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

Notes:

- In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.
- In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

3.2 Procurements where MSE benefits are applicable:

3.2.1 Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local supplier	"Non-MSE non-Class-I local supplier"

3.2.2 The applicability of simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively shall be as per the following methodology:

3.2.2.1 Procurement of Goods and / or Services where there is sufficient Local Capacity:

In procurement of all Goods and/or Services in respect of which there is sufficient local capacity and local competition, only "Class-I Local Supplier", shall be eligible to bid irrespective of purchase value. In such cases, bids of Class-II Local Suppliers and Non-Local Suppliers, if received, shall be out rightly rejected.

(i) In case of tenders which are non-divisible and the same is specified in bidding documents:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 is "MSE Class-I local supplier", the contract will be awarded to L1.
- If L1 is "Non-MSE but Class-I local supplier"
 - ✓ The lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
 - ✓ In case none of the MSEs within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(ii) In case of tenders which are divisible and the same is specified in bidding documents:

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

- If L1 is "MSE Class-I local supplier", the contract will be awarded to L1.
- If L1 is "Non-MSE but Class-I local supplier"
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.2 Procurement of Items reserved exclusively for procurement from MSEs as per PPP-MSE Order (presently 358 items are reserved for exclusive purchase from MSE sector. This list of items is being published by Ministry of Micro Small and Medium Enterprises and may be revised from time to time by the Ministry):

(i) In case of tenders which are non-divisible and the same is specified in bidding documents :

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 is "MSE Class-I local supplier", the contract will be awarded to L1.
- If L1 is "MSE but non-Class-I local supplier"
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
 - ✓ In case none of the Class-I local suppliers within the margin of twenty (20%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(ii) In case of tenders which are divisible & condition pertaining to splitting of quantity is specified in tender documents:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 is "MSE Class-I local supplier", the contract will be awarded to L1.
- If L1 is "MSE but non-Class-I local supplier"
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity (i.e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.
 - ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.3 Procurement of Goods and / or Services / Packages where both class-I & Class-II local suppliers are eligible to bid:

(i) In case of tenders which are non-divisible and the same is specified in bidding documents:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- If L1 is an **"MSE Class-I local supplier"**, the contract will be awarded to L1.

• If L1 is not an "MSE Class-I local supplier"

- ✓ If L1 is a "Non-MSE but Class-I local supplier" or "MSE but non-Class-I local supplier":
- ✓ The lowest evaluated bidder among the "MSE Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- ✓ In case none of the "MSE Class-I local suppliers" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

- **If L1 is a "Non-MSE non-Class-I local supplier"**: The lowest evaluated bidder among the "MSE Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- In case none of the "MSE Class-I local suppliers" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, the lowest evaluated bidder among the "MSE but non-Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE but non-Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE but non-Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE but non-Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE but non-Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- In case none of the "MSE but non-Class-I local supplier" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, the lowest evaluated bidder among the "Non-MSE but Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "Non-MSE but Class-I local supplier's" evaluated bid price falling within the margin of twenty (20%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "Non-MSE but Class-I local supplier" subject to the latter matching the lowest evaluated bid (L1) price. In case such lowest eligible "Non-MSE but Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "Non-MSE but Class-I local supplier" with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- In case none of the "MSE Class-I local suppliers" or "MSE but non Class-I local supplier" or "Non-MSE but Class-I local supplier" within the margin of purchase preference, as mentioned above, matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(ii) In case of tenders which are divisible and the same is specified in tender documents:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- **If L1 is an “MSE Class-I local supplier”**, the contract will be awarded to L1.
- **If L1 is a “Non-MSE but Class-I local supplier”**
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Balance quantity is to be ordered on the L1 bidder.
- **If L1 is an “MSE but non-Class-I local supplier”**
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity (i. e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.
 - ✓ Balance quantity is to be ordered on the L1 bidder.
- **If L1 is a “Non-MSE non-Class-I local supplier”**
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for 50% of the remaining quantity [ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
 - ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.5 Procurement of Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

3.2.2.6 "Class-II local supplier" will not get purchase preference in any procurement.

3.2.2.7 For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes:

- In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.
- In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA

3.3 Procurements where contract is to be awarded to multiple bidders:

In case of tenders, where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, and the same is specified in bidding documents:

The following procedure shall be followed:

- i. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents.

However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract.

'Class I Local suppliers' taken in totality shall be considered for award of contract for at least 50% of the tendered quantity.

- ii. First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Notes:

- ******In case of item-wise tenders, where evaluation is done for each item and each item is awarded to multiple bidders, the aforesaid procedure shall be followed item-wise.
- ******In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local

Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA

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

4.0 Verification of Local Content:

4.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide self-certification /declaration as per format attached as **Annexure-14 of Standard formats & Check lists**), that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

4.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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

4.3 False declarations will be dealt in line with the Fraud Prevention Policy of NTPC and Policy & Procedure for Debarment from Business Dealings of NTPC.

4.4 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.

4.5 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the **Annexure-14 of Standard formats & Check lists**).

5.0 Local Sourcing

5.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in the SOW/ Technical Specifications/SPC, as applicable, in case such item(s) are Self Manufactured/Bought-out.

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

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration.
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (Ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application. format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**
- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.



- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

1. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
2. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]