

NTPC LIMITED

(A Government of India Enterprise)



VOLUME I

SECTION – I

INSTRUCTION TO BIDDERS

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1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.															
2.0	General Information	<p>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.</p> <p>Reverse Auction is not applicable.</p>														
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="545 768 1414 1087"> <tr> <td>NIT</td> <td>Tender Enquiry (GEPNIC/OFFLINE)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications, QP & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	NIT	Tender Enquiry (GEPNIC/OFFLINE)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-III	Technical specifications, QP & Scope of work	Bill of Quantity	Bill of Quantity (BOQ)
NIT	Tender Enquiry (GEPNIC/OFFLINE)															
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Bill of Quantity	Bill of Quantity (BOQ)															
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such</p>														

		<p>Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <ol style="list-style-type: none"> a) Award shall be given to L1 bidder if L1 bidder is a MSE. b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 “Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy.”</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p><i>Note: Generally, in tenders having Itemwise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Packagewise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.</i></p>
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	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender 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 corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	<p>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.</p>

9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Authority/Power of Attorney to sign the bid (b) Acceptance of General Technical Evaluation (GTE) (c) EFT Form, Registration details etc. (d) Priced Bill of Quantity (BOQ) (e) 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	<p>Bidders are required to quote price on the price basis stipulated in the SPC.</p>
13.0	Bid Currencies	<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>
14.0	Earnest Money Deposit / Bid Security (EMD)	<p>Not Applicable</p>
15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>Not Applicable</p>

16	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 90 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
17.0	Nil Deviation	<p>NO DEVIATION IS ACCEPTABLE AGAINST ANY OF THE BID TECHNICAL SPECIFICATIONS, TERMS AND CONDITIONS</p> <p>BIDDER MAY SPECIFY THE DEVIATIONS TAKEN IN DELIVERY PERIOD AND PAYMENT TERMS IN THEIR BID WHICH SHALL BE FINALISED AFTER DUE DELIBERATION</p>
18.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
19.0	Submission of Bids	<p>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.</p>
19.1	PHYSICAL BID	NOT APPLICABLE
19.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>

19.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	NOT APPLICABLE
(B)	COVER TYPE – TECHNICAL	<p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTPC to add the dealer to enable the dealer/distributor/channel partner to submit the bid online.</p> <p>The bidders shall upload the following:</p> <ul style="list-style-type: none"> (a) Copy of Power of Attorney/Authorisation to sign the bid (b) Catalogues, Technical Data Sheets etc. (c) EFT Form (d) Registration Details (e) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.
19.2.2	Price Bid (COVER TYPE – FINANCE)	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>

	Note:	Both Techno Commercial Bid and Price Bid shall be opened on the date and time specified in the NIT.
20	Ineligibility for participation in re-tender/ future tenders	Notwithstanding the provisions specified in ITB , if a bidder after having been issued the Notification of Award/PO, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security as per bidding documents , and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period.</p>
23.0	Opening of Bids	



	Techno-Commercial Bid Opening Price Bid Opening	The Employer will first open both Techno-Commercial Bid and Price Bids on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion,
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		may consider appropriate, will be announced at the opening.
		The participating bidder 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.
24.0	Clarification on Bids	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.
25.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <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 bidders 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</p>

		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.
26.0	Evaluation Of Techno-Commercial Bids	EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids 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.
27.0	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.
28.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical errors for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
29.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
30.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p>

		<p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> The bid price as quoted as per Bill of Quantity (BOQ)
31.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
32.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at a y time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
33.0	Award Criteria	<p>Subject to ITB Clause 31(Employer's Right to Accept any Bid and to Reject any or all bids) and Employer's Policy for Debarment from Business Dealings, the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable)], as per evaluation criteria mentioned in bidding documents</p> <p>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</p>
34.0	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>



35.0	Notification of Award	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of
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		award.
36.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
37.0	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.ntpc tender.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 III by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC ?”</p>

38.0	Indian Agents	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.
39.0	Transfer of Bid Documents	Not Applicable
40.0	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 / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned as Annexure -I to ITB. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings. Bidders shall certify their compliance on "Policy for Debarment from Business Dealings " of Employer by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal.</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(1) Bidder has read the contents of Debarment Policy (enclosed to this ITB) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy. Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance. b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences. c) Bidder’s Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under: that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p>
41.0	Anti-Bribery and Anti-Corruption (ABAC) Policy	The Bidder and its employees along with its Associate/ Collaborator/ Sub- Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/ .

		<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?”</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> <p>General Technical Evaluation (GTE) Conditions:</p> <p>Bidders shall be required to accept the following mandatory General Technical Evaluation (GTE) condition of the Tender at e-Tender Portal prior to the submission of Bid:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>By accepting above GTE, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:</p> <ul style="list-style-type: none"> (a) Full compliance on Qualifying Requirements. (b) Fraud Prevention Policy of NTPC. (c) Policy for Debarment from Business Dealings of NTPC. (d) ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” (e) All provisions of the Integrity Pact (if applicable) (f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC <p>Acceptance of above GTE shall be considered as Bidder's confirmation that any deviation to the provisions of Bidding Documents found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.</p>
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42.0	CONFLICT OF INTEREST	<p>42.1 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 more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; or 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 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 e) Bidder participates in more than one bid in this bidding process. 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: <ul style="list-style-type: none"> i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and ii) Indian/foreign agent on behalf of only one principal. <p>For the purposes of this clause the term ‘control’ shall have the following meaning:</p> <p>“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>
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		<p>42.2 Bidders shall certify their compliance to Clause “Conflict of Interest” by accepting the following General Technical Evaluation (GTE) of the Tender at e- Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of above GTE 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.</p> <p>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.</p> <p>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>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>