

SECTION - III**BID DATA SHEET (BDS)**

The following bid specific data for the Plant & Equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

BDS Item No.	ITB Clause Ref., if any	Remarks
1.0	ITB Clause 1.0	Mode of Bidding: Domestic Competitive Bidding Type of Bidding: Single Stage Two Envelope (Open Tender) Type of Contract: Works Contract E-Tender Portal: https://eprocurentpc.nic.in/ Instructions Related to E-Tendering: Bidder are required to go through the Guidelines provided at following e-tendering site: https://eprocurentpc.nic.in/
2.0	ITB Clause 2.0 & 15.1.2 (b)	Name of Project: NTPC Simhadri Name of Package: Execution of structural steel cable gallery on turnkey basis at NTPC Simhadri CHP NAME OF THE EMPLOYER: NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 Registered Office Address: "NTPC Bhawan" Core No. 7, Scope Complex, Institutional Area, Lodhi Road, INDIA. New Delhi – 110003, India.
3.0	ITB Clause 5.1 & 15.1.2 (a)	Address of Employer : NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 Email: anandshanker@ntpc.co.in / amitksingh@ntpc.co.in
4.0	ITB Clause 8.1.1	Documents to be submitted in physical form / online (as applicable) in separate sealed envelope (s) duly marked in accordance with ITB clause titled 'Sealing and Marking of Physical Documents':

		Attachment Sl. No.	Attachment to be submitted/uploaded	Applicable/ Not Applicable	Mode of Submission
		Attachment 1	Bid Security	Applicable	Physical in case of BG as per Format / Online Payment.
		Attachment 2	Power of Attorney	Applicable	Physical / To be uploaded Online
		Attachment 21	Integrity Pact	Applicable	Physical / To be uploaded Online
		Form 13 Section VII Book 3 of 3	Deed of joint undertaking Form 13	Not Applicable	Physical in ORIGINAL (ON Non-Judicial Stamp Paper of appropriate value) duly signed the executants along with their respective Power of Attorney
		Attachment-3L	Declaration regarding insolvency, bankruptcy and Liquidation	Applicable	Physical / To be uploaded Online
5.0	ITB Clause 8.1.2	Following Attachments (if applicable) shall also be uploaded in NTPC e-tender Portal with in accordance ITB clause 15:			
		Attachment Sl. No.	Attachment to be submitted/uploaded	Applicable/ Not Applicable	Mode of Submission
		Attachment 3	Bidder's Qualifications	Applicable	Online
		Attachment 3A	Experience Details of Bidder / Joint Venture Partners / their Collaborator / Licensor (if applicable)	Applicable	Online
		Attachment 3A1	Details pertaining to Technical Qualification of the bidder	Applicable	Online
		Attachment 3A2	Details pertaining to Financial Qualification of the bidder	Applicable	Online
		Attachment 3B	Details of Financial Capacity Status	Applicable	Online
		Attachment 3C	Details of manufacturing and testing Capabilities	Applicable	Online
		Attachment 3D	Details of manufacturing capacities / Plant Loading	Applicable	Online
		Attachment 3E	Present order book position	Applicable	Online

		Attachment 3F	Past Performance Data	Applicable	Online
		Attachment 3G	Data regarding Key Construction Personnel	Applicable	Online
		Attachment 3H	Manpower Loading Data	Applicable	Online
		Attachment 3I	Joint venture Agreement	Not Applicable	Online
		Attachment 3J	Brief write up regarding Project Management	Applicable	Online
		Attachment 4	Eligibility and Conformity of the Facilities: (Applicable in case of ICB Tender)	Not Applicable	Online
		Attachment 4A	Special Tools and Tackles	Applicable	Online
		Attachment 5	Subcontractors Proposed by the Bidder	If Applicable	Online
		Attachment 6	Deviations (Applicable in case of Two Stage Bidding)	Not Applicable	Online
		Attachment 6A	Alternative Bids	Not Applicable	Online
		Attachment 7	Erection Tools and Plant and Safety Equipment & Safety Personal Protective Equipment	Not Applicable	Online
		Attachment 8	Technical Data Sheets	If Applicable	Online
		Attachment 9	Bought Out Items	Not Applicable	Online
		Attachment 10	Quality Assurance Programme	Applicable	Online
		Attachment 11	Additional Information	Applicable	Online
		Attachment 12	Demonstration Parameter	Not Applicable	Online
		Attachment 13	Milestone Schedule	Applicable	Online
		Attachment 14	Equipment and Mandatory Spares to be imported from Associate/Collaborator Applicable in case of ICB Tender only)	Not Applicable	Online
		Attachment 15	EFT Form	Applicable	Online
		Attachment 16	Fraud Prevention Policy	Applicable	Online Declaration through GTE Attribute in e tender portal.

		Attachment 17	Declaration on Policy for Debarment from Business Dealings	Applicable	Online Declaration through GTE Attribute in e tender portal.
6.0	ITB Clause 8.1.2	Add following Attachment under ITB Clause 8.1.2			
		Attachment Sl. No.	Attachment to be submitted/uploaded	Applicable/ Not Applicable	Mode of Submission
		Attachment 18	Details of PF, ESI, PAN and GSTIN Regn: The details of registration for PF, ESI, PAN and GSTIN to be furnished. In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.	Applicable	Online
		Attachment 19	Declaration Regarding GST : The bidder shall necessarily quote the GST applicable in the Schedule of Quantities. Further, the services covered under RCM must be declared in Attachment 19 of Forms & Procedures (Section VII) and specify the GST applicable. However, levies, royalty, fees etc., if any, shall be included in the price	Not Applicable	Online
		Attachment 20	Commissioning/Start-up Spares	Not Applicable	Online
		Attachment 21	Integrity Pact, duly signed & stamped, to be furnished in physical form in a separate sealed envelope.	Applicable	Physical form / To be uploaded online
		Attachment -22	Declaration regarding Safety Management	Not Applicable	Not Applicable
		Attachment 23	General Declaration of Bidder Declaration that the Bidder has carefully examined the Bidding Documents in totality and his authorised personnel have visited the site for assessment of all factors for the purposes of bidding.	Applicable	Online
		Attachment 24	Equipment/ Machinery deployment Schedule: A list of the equipment/ machinery/ lab equipment etc. that bidder proposes to deploy for the Work under this bid.	Not Applicable	Online

		Attachment 25	Deed of Joint Undertaking executed jointly by bidder and associate as per Qualifying requirement - DJU in the format specified at Form-13 (Section VII, part 3 of 3)	Not Applicable	Physical in ORIGINAL (ON Non-Judicial Stamp Paper of appropriate value duly signed the executants along with their respective Power of Attorney
		Attachment 26	Declaration on Local Content (Section VII, part 1 of 3)	Applicable	Online Declaration through GTE Attribute in e tender portal.
		Attachment 27	Compliance to Conflict of Interest (Section VII, part 1 of 3)	Applicable	Online Declaration through GTE Attribute in e tender portal.
7.0	ITB Clause 22.1	<p>22.1(b) The reference plants whose details have been declared as per the specified format in the Bid relevant attachment [i.e., Attachment No. 3 - QR Compliance sheet] shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR). Bidders wishing to provide additional reference plants are required to declare the same in similar format, which shall be additionally attached. However, bidders are not permitted to quote more than 3 times of plants for this purpose.</p> <p>Bidders are required to furnish the details of past experience based on which selection is to be made as per format enclosed in the Bidding documents and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.</p> <p>The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference plants as mentioned above.</p> <p>However, no change or substitution of the reference plants by new/additional plant for conforming to the specified Qualifying Requirement shall be sought, offered or permitted.</p> <p>Bidders shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity</p>			
	ITB Clause 8.1.2, 21.3 & 22.1				

		<p>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 A to Attachment-3A-1 (Undertaking from Statutory Auditor) and/ or Appendix B to Attachment-3A-1 (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>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: https://nabcb.qci.org.in/inspection-body/</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>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>NOTES:</p> <p><i>* In addition, NTPC reserve the right to self-verify execution of GeM POs on GeM Portal [for the POs where Status of execution is maintained as 'Order Paid']</i></p> <p>A) Proprietorship and Partnership Firms are required to submit Undertaking / Certificate of authenticity from Third Party Inspection Agency (TPIA) only. Bidder as Company can submit Certification/Undertaking for authenticity of documents either from Independent Statutory Auditor of their company or from specified TPIA.</p>
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		<p>(b) Declaration on Qualifying Requirements</p> <p>Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the condition in the on-line Bid.</p> <p><i>"Do you certify full compliance on Qualifying Requirements"</i></p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <p>(a) The number of reference Plants/Orders quoted by Bidder in Attachment-3A of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.</p> <p>(b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.</p> <p>(c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>(c) Declaration on Debarment Policy</p> <p>Declaration to the effect that the Bidder shall abide by Debarment Policy of the Employer displayed on NTPC's website www.ntpctender.ntpc.co.in / www.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 37 to be furnished by accepting the following GTE condition:</p> <p><i>"Do you certify full compliance to all provisions of Bid documents"</i></p> <p>(d) Declaration on Fraud Prevention Policy</p> <p>Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on NTPC's website http://www.ntpctender.com indicating his compliance to the provisions of ITB Clause 36 to be furnished by accepting the following GTE condition:</p> <p><i>"Do you accept the Fraud Prevention Policy of NTPC"</i></p> <p>(e) Acceptance of NTPC Safety Rules</p> <p><i>"Do you accept NTPC Safety Rules"</i></p> <p>(f) Acceptance of NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy</p> <p><i>"Do you certify full compliance to all provisions of Bid documents"</i></p> <p>(g) Acceptance of all provisions of the Integrity Pact (if applicable)</p> <p><i>"Do you certify full compliance to all provisions of Bid documents"</i></p>
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8.0	ITB 8.1.2 (a)	Qualification Requirements for Bidders Please refer NIT / IFB for Qualifying Requirements. Bids not meeting the requirements as stated above shall be rejected. Bidders are required to furnish the details of the past experiences based on which selection is to be made as per format enclosed in the bidding documents for the same and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate (s) along with its bid. The Employer also reserves the right to access the capacity and capability of the bidder/ collaborator/ proposed assignee to satisfactorily execute the contract. Such assessment shall include but not limited to the evaluation of adequacy of facilities services, resources, design/engineering capacity & financial capability.			
9.0	ITB 8.1.2 (a)	Whether Joint Ventures are Permitted : No			
10.0	ITB Clause 8.2.1	Attachment Sl. No.	Attachment to be submitted/uploaded	Applicable / Not Applicable	Mode of Submission
		Attachment 1P	Alternative bids	Not Applicable	Online
		Attachment 2P	Local Representation (Applicable in case of ICB Tender only)	Not Applicable	Online
		Attachment 3P	Declaration regarding Import Content	If Applicable	Online
		Attachment 3PA	Custom Duty Benefits for Import for Construction Equipment	Not Applicable	Online
		Attachment 4P	Functional Guarantees	Not Applicable	Online
		Attachment 4PA	Functional Guarantees for Alternative Bid	Not Applicable	Online
		Attachment 5P	Declaration on Local Content	Deleted	Not Applicable
		Attachment 6P	GIF Value of Equipment and Mandatory Spares to be imported from Associate/Collaborator (Applicable in case of ICB Tender only)	Deleted	Online
		Attachment 7P	Classification of Bids (Applicable in case of ICB Tender only)	Deleted	Not Applicable
		Attachment 8P	Price Adjustment Data	Not Applicable	Online

11.0	ITB Clause 8.2.2	NOT APPLICABLE																											
12.0	ITB Clause 10.3	<p>PRICE SCHEDULES</p> <p>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</p> <table border="1"> <tr> <td>Schedule No.</td><td></td><td></td></tr> <tr> <td>Schedule No. 1</td><td>Plant and Equipment including Type Tests charges and Mandatory Spares</td><td>To be filled in online BOQ excel sheet</td></tr> <tr> <td>Schedule No. 2</td><td>Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares</td><td>To be filled in online BOQ excel sheet</td></tr> <tr> <td>Schedule No. 3</td><td>Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.</td><td>To be filled in online BOQ excel sheet</td></tr> <tr> <td>Schedule No. 4</td><td>Total</td><td>Not Applicable</td></tr> <tr> <td>Schedule No. 5</td><td>Recommended Spare Parts</td><td>Not Applicable</td></tr> <tr> <td>Schedule No. 6</td><td>Taxes and Duties (in relevant column of BOQ against each item)</td><td>To be filled in online BOQ excel sheet</td></tr> <tr> <td>Schedule No. 7</td><td>Breakup of Type Tests charges</td><td>To be filled in online BOQ excel sheet</td></tr> <tr> <td>Schedule No. 8</td><td>Schedule of Unit Rate</td><td>Not Applicable</td></tr> </table> <p>Prices to be submitted in BOQ attached with Bidding Document.</p>	Schedule No.			Schedule No. 1	Plant and Equipment including Type Tests charges and Mandatory Spares	To be filled in online BOQ excel sheet	Schedule No. 2	Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares	To be filled in online BOQ excel sheet	Schedule No. 3	Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.	To be filled in online BOQ excel sheet	Schedule No. 4	Total	Not Applicable	Schedule No. 5	Recommended Spare Parts	Not Applicable	Schedule No. 6	Taxes and Duties (in relevant column of BOQ against each item)	To be filled in online BOQ excel sheet	Schedule No. 7	Breakup of Type Tests charges	To be filled in online BOQ excel sheet	Schedule No. 8	Schedule of Unit Rate	Not Applicable
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13.0	ITB Clause 10.4 (c)	<p>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</p> <p>(i) Installation Price Component (excluding Civil/Structural works): Not Applicable</p> <p><small>The minimum and maximum percentage for Installation, testing and charging price component for this package shall be minimum 45% to maximum 50% of the supply portion.</small></p> <p>(ii) Civil work Price Component: Not Applicable</p> <p><small>The minimum and maximum percentage for Civil work price component for this package shall be minimum 77% to maximum 87% of the supply portion.</small></p>																											

14.0	ITB Cause 12.1	<p>(a) Amount of Bid Security : As specified in NIT.</p> <p>(b) Period of validity of Bid Security: 45 days beyond expiry of the validity of bid, i.e. 165 days from the deadline for submission of bid.</p> <p>(c) Benefits to MSE - Not applicable</p>
15.0	ITB Clause 12	<p>Replace the existing clause with the following</p> <p>12.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope (ONLY IN CASE WHERE BID SECURITY IS SUBMITTED THROUGH BG) in the amount and currency as stipulated in the Bid Data Sheet (BDS). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.</p> <p>12.2 The Bid Security shall, at the Bidder's 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>In case of Foreign Bidders, the Bid Security can be from any other Bank also in addition to the Banks specified in the Bid Data Sheets. If the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets. (Applicable for ICB Tenders)</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 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> <p>12.3 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.</p> <p>12.4 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 /</p>

	<p>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.</p> <p>12.5 BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value 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> <p>12.6 Subject to clause 12.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously after placement of award on successful bidder.</p> <p>12.7 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 pursuant to relevant clauses of ITB.</p> <p>12.8 The Bid Security may be forfeited</p> <ol style="list-style-type: none"> If the Bidder withdraws or varies its Bid during the period of Bid validity; If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction. 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 (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents; 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. If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC. In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE). Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider. <p>12.9 CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)</p>
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		<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 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 Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</p> <p>12.10 In case of Bidders opting for physical Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 12.11 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 at Annexure-A.</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 GePNIC (Fee Cover) / e-tendering portal.</p> <p>12.11 The bidder shall be required to submit all the documents in the manner as specified at para 12.10 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</p>
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		before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.
16.0	ITB Clause 16	<p>The documents to be furnished in physical form shall be submitted at the following address:</p> <p>NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 Email: anandshanker@ntpc.co.in / amitsingh@ntpc.co.in</p>
17.0	ITB Clause 16	Deadline for Bid Submission- As stated in the IFB/any subsequent communication from the Employer.
18.0	ITB Clause 19	<p>Location of Bid Opening:</p> <p>NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101</p> <p>Date and Time for Techno-Commercial Bid Opening :</p> <p>Please refer Section-I (IFB) /any subsequent communication from the employer.</p> <p>Date and Time of Opening of Price Bid: Shall be intimated separately by the employer.</p>
19.0	ITB Clause 21.3	Deleted
20.0	ITB Clause 23.2	Deleted
21.0	ITB Clause 24.3 (Applicable for ICB Tender)	<p>(i) Currency chosen for purpose of evaluation: Indian Rupees</p> <p>(ii) Type of Transaction and Source of exchange rates: Bills Selling Exchange Rate established by STATE BANK OF INDIA</p> <p>(iii) Date of exchange rate: Deadline set for submission of Price Bids</p>
22.0	ITB Clause 34.0	<p>The total contract period shall be 18 Months from the date of Notification of Award / Purchase Order.</p> <p>Detailed break-up for work schedule (L2 network) shall be discussed and finalised at site within 15 days of NOA.</p> <p>1) The program for supplying installing, commissioning including completion of facilities and supply of mandatory spares covered in the contract shall be in the form of Master Network identifying the Key phases in various areas of total works, like design, procurement, manufacture, field activities. In addition, key milestone dates (10-15 nos.) shall also be identified for the complete facilities</p>

		<p>under the subject package. The Master Network shall conform to the following schedule dates (Bidders are required to furnish the detailed mile stone schedule in the bid incorporating relevant milestone as specified at item 11.2 below)</p> <hr/> <p>2) The bidder shall also be required to submit a brief integrated PERT Network (L1 Schedule) matching with the above work schedule. The L1 Schedule shall, interalia, include at least following activities for each systems listed above, showing their inter-relationship and duration so as to meet the above mentioned milestone details.</p> <p>(i) Milestones to be incorporated in L1 Network to be submitted with bid:</p> <ol style="list-style-type: none"> 1. Ordering on sub-vendor (wherever applicable) 2. Start of engineering 3. Completion of engineering 4. Start of manufacturing/fabrication 5. Completion of manufacturing/fabrication 6. Commencement of Supplies 7. Completion of supplies of all items 8. Completion of site delivery of mandatory spares. 9. Readiness of Type Test 10. Completion of Type Test 11. Commencement of despatch 12. Completion of despatch 13. Start of Erection 14. Completion of the Facilities <p>3) The master network and the key milestone dates will be discussed with the successful Bidder and agreed upon before the issue of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.</p> <p>4) After the Notification of Award, the contractor shall plan the sequence of work of manufacture, supply and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required sequence.</p>
23.0	ITB 25.3 (a)	The bid evaluation factor shall be as indicated below : NIL
24.0	New ITB Clause 38	Integrity Pact (Applicable / Not Applicable)
25.0	New ITB Clause 39	Independent External Monitors (IEM)s (Applicable / Not Applicable) (Applicable only for tenders having Integrity Pact provisions)
26.0	New ITB Clause 40	PRE-BID CONFERENCE (Applicable / Not Applicable)

27.0	New ITB Clause 10.8	ROYALTY The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission.
28.0	New ITB Sub Clause 23.3	FOR SINGLE STAGE TWO ENVELOPE BIDDING Criteria for Opening of Price Bids of New Agency- (Applicable / Not Applicable)
29.0	New ITB Sub Clause 23.4	FOR TWO STAGE BIDDING Criteria for Invitation of Price Bids of New Agency – (Applicable / Not Applicable)
30.0	ITB Clause 23.2	Replace the existing clause with the following: CLARIFICATION MEETING EMPLOYER, if required, shall hold discussions or clarification meetings with any or all bidders on any aspect of its Techno-Commercial bid.
31.0	ITB Clause 10.4 (c)	FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER Replace Clause 10.4 (c) (iii) of ITB as under: Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than Five (05)% of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation / Erection + Structural / Dismantling Works. In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation / Erection + Structural / Dismantling Works, the amount by which it is lower shall be retained proportionately from the cumulative total of Service Portion of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety in charge on quarterly basis. (Applicable if separate line for safety exists in PR)
	ITB. Cl. 10.4 (c)	FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER Replace Clause 10.4 (c) (iii) of ITB as under: Bidders may please note that five (5)% of their cumulative total quoted price of Service Portion of the Contract, i.e. Civil + Repairing + Installation / Erection + Structural / Dismantling Works shall be segregated and considered as the 'Amount linked to Safety Aspects/compliance to Safety Rules' and the quoted rate

		<p>of each item shall be reduced (upto two decimal digit) in such a manner that the total quoted amount against each item of Service Portion of the Contract is reduced by five (5)%. However, amount reduced/enhanced against each item more or less than five (5)% due to rounding off shall be added/reduced with 'Amount linked to Safety Aspects / compliance to Safety Rules' to keep the cumulative total quoted price of Service Portion of the Contract, i.e., Civil + Installation/ Erection + Structural / Dismantling Works unchanged.</p> <p>The amounts linked to Safety Aspects / Compliance to Safety Rules shall be payable in part or full based on safety compliance duly certified by EIC and Safety-in-charge on quarterly basis. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules.</p>
32.0	ITB Cl. 8.1.2	<p>Add new attachment</p> <p>Attachment-26 Declaration of Local content (Applicable / Not Applicable)</p> <p>Declaration by uploading Attachment-26 online or by accepting the following attribute in General Technical Evaluation(GTE) at GePNIC portal:</p> <p><i>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender."</i></p> <p>'Class-I local suppliers' and "Class-II local suppliers" only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p> <p>a) <i>For this purpose, bidders who are meeting the stipulated requirements of being Class-I local suppliers are required to accept the following GTE attribute in GePNIC for submission of bid.</i></p> <p><i>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender."</i></p> <p><i>Acceptance of aforementioned attribute shall be considered as confirmation of the following by the bidder ("We" means bidder in the following declaration):-</i></p> <p>i) <i>We confirm that we fulfil the requirements of Local content for 'Class-I local supplier' for Item(s) mentioned in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.</i></p> <p style="text-align: center;">OR</p> <p>ii) <i>We confirm that we fulfil the requirements of Local content for 'Class-II local supplier' for Item(s) mentioned in Technical Specifications.</i></p>

		<p>iii) <i>We further confirm that we are presently not 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 for Promotion of Industry and Internal trade (DPIIT).</i></p> <p><i>In case a Bidder has been banned / debarred 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), the same may be declared by Bidder by declaring the details of banning in their offer.</i></p> <p style="text-align: center;">OR</p> <p>Declaration of local content to be submitted as per the Employer's format (Attachment 26) by Vendor/Contractor along with Techno-commercial bid only for granting of purchase preference.</p> <p>In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against value/percentage of local content, then the bidder shall not be considered as a local supplier and "shall not be eligible for any purchase preference".</p> <p>Certificate prior to submission of last bill for payment - Applicable / Not Applicable [Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p>
	ITB Cl. 8.1.2	<p>Attachment-27 Declaration for exemption from meeting the Minimum Local Content - Applicable / Not Applicable</p> <p>Declaration regarding exemption from meeting the Minimum Local Content, as per the Employer's format.</p> <p>In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder may not be considered eligible for exemption from meeting the Minimum Local Content.</p>

33.0	ITB Cl.25.0	<p>EVALUATION OF PRICE BIDS</p> <p>Evaluation basis: Lumpsum</p> <p>Splitting: Not Applicable</p> <p>The Bid shall be awarded on the basis of overall evaluated Techno-commercial L1 basis.</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 including the GST value as quoted by the party in their online offer.</p> <p>Bidder need to quote their GST % & GST value on the BOQ Sheet online itself while submitting their offer in GEPNIC Portal.</p> <p>If any bidder keep value as blank in column of GST in the online offer, it shall be considered that GST is inclusive in quoted prices. Accordingly, basic price shall be adjusted by considering applicable GST rate.</p> <p>This evaluation criteria over-rides all other similar related clause appearing anywhere in the bid documents, and such clauses are deemed to have been modified to the extent stipulated above.</p> <ol style="list-style-type: none"> 1. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. 2. In case of discrepancies in the quoted GST rate the following methodology shall be followed: <ol style="list-style-type: none"> i. In case Bidder quotes the GST rate as 'Zero' or 'NA' in the Price Bid (i.e. in BOQ.XLS), the quoted price shall be considered as inclusive of GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, for evaluation purpose. <p>Accordingly, for the purpose of Award, the revised basic price shall be derived by deducting the applicable GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids from the quoted price in BOQ.XLS.</p> <p>For Example, if the Bidder quotes basic price as Rs. 100 and GST rate as '0' or 'NA' (in BOQ.XLS) whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, Quoted price shall be considered as Rs. 100. However, for the purpose of award as brought out above, the revised basic price shall be considered as Rs. 84.75 (= Rs 100/1.18) and GST rate as 18%</p>
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		<p>ii. In case Bidder quotes the GST rate lower w.r.t. actual applicable GST rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, the quoted basic price plus quoted GST rate (in BOQ.XLS) shall be considered for evaluation purpose.</p> <p>Accordingly, for purpose of Award, the revised basic price shall be worked out by deducting the applicable GST from the total quoted price (Basic + GST) (in BOQ.XLS).</p> <p>For Example: if the Bidder quotes basic price as Rs. 100 and GST rate as 15 %, whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, Quoted price shall be considered as Rs. 115. However, for the purpose of award as brought out above, the basic price shall be considered as Rs. 97.46 (= Rs 115/1.18) and GST rate as 18%.</p> <p>iii. In case Bidder quotes the GST rate higher w.r.t. actual applicable GST rate prevailing as on seven (7) days prior to the deadline for opening of Techno-commercial Bids, the quoted price along with quoted GST rate shall be considered for evaluation purpose.</p> <p>However, for the purpose of Award, the quoted basic price shall be considered and GST shall be reimbursed as applicable as on seven (7) days prior to the deadline for opening of Techno-commercial Bids.</p> <p>For Example: if the vendor quotes its basic price as Rs. 100 and GST rate as 28%, whereas the applicable GST rate is 18%. Hence for evaluation purpose Quoted price shall be considered as Rs. 128 and for the purpose of award the basic price shall be considered as Rs.100 and GST rate as 18%</p> <p>iv. In case Bids received from unregistered bidder, their Bid for evaluation shall be cost compensated as per the GST rate applicable in view of RCM as per GST Law</p> <p>3. Treatment of Tie condition (with respect to Evaluated Price):</p> <p>i. In case of a situation wherein there is tie amongst Bidders at L-1 position (with respect to Evaluated Bid Price as per the provisions of Bidding Documents), such Bidders (Two or more Bidders who are having same Evaluated Bid Price at L-1 position) will be given an opportunity to offer further percentage (%) discount on their Evaluated Bid Price (on overall basis) by way of 'Supplementary Price (% Discount)'.</p> <p>The Revised Evaluated Prices after considering 'Supplementary Price (% Discount)' shall be the basis for final ranking of Bidders for the purpose of award.</p> <p>ii. The revised final ranking of Bidders, as determined through aforesaid procedure, shall also be considered for offering/ application of Benefits (Purchase preference) available to 'MSE'/ 'Class I Local Suppliers' [as applicable as per the provisions of Bidding Documents] for award.</p>
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		<p>iii. However, for the situation wherein 'MSE Bidder(s)'/ 'Class-I Local Supplier(s)' is/are at evaluated L-1 position (Tie Condition) and Benefits to MSE/ Purchase Preferences are applicable as per the provision of Bidding Documents, following procedure shall be followed:</p> <p>In case of a situation wherein only one of the Bidders (amongst the two/ more Bidders who are at evaluated L-1 position) is 'MSE Bidder'/ 'Class-I Local Supplier', then following procedure will be considered for award, as under:</p> <p>(a) In case splitting of quantity is possible, procedure as per para 7.0 (i) & (ii) will be followed.</p> <p>(b) In case splitting of quantity is not possible, then Award may be placed to 'MSE Bidder'/ 'Class-I Local Suppliers' as per the provision specified in the Bidding documents with respect to Purchase Preferences.</p> <p>Further, in case of a situation wherein Two or More Bidders (who are at evaluated L-1 position) are 'MSE Bidders'/ 'Class-I Local Suppliers', then procedure as per para 6.0 (i) & (ii) above will be followed.</p>
34.0	New ITB Clause 41	<p>Add a new ITB Clause 41 “Restrictions on procurement from a Bidder of a country which shares a land border with India”, as under:</p> <p>41. “Restrictions on procurement from a Bidder of a country which shares a land border with India”</p> <p>41.1 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 Special Conditions of Contract (SCC).</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 Special Conditions of Contract (SCC). (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 SCC.</p>

		<p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>41.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>41.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>41.4 “Bidders from a country which shares a land border with India” / “Subcontractor from a country which shares a land border with India” / “Entity from a country which shares a land border with India” mentioned in para 41.1 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 beneficial owner 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> <p>41.5 The beneficial owner for the purpose of clause “41.4” above will be as under;</p> <p>a) In case of company or 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>
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35.0	ITB Clause 23.1	<p>Add sub clause 23.1 (h) as per following:</p> <p>Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the 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>
36.0	ITB Clause 19.2.1	<p>Replace ITB sub-Clause 19.2.1 under the clause “Price Bid Opening” as under:</p> <p>After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid.</p> <p>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 12.7.</p>
37.0	ITB Clause 21.1 and 21.3	<p>ITB Clause 21.1 and 21.3 under “PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS”, are replaced as under</p> <p>21.1 Employer will examine the bids to determine whether they are complete, whether required security have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>21.3 No deviation, whatsoever, is permitted by Employer to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without</p>

		any cost implication whatsoever to the Employer, failing which <i>the bid shall be rejected.</i>
38.0	ITB Clause 27	<p>Replace relevant ITB sub-Clause under the clause “Award Criteria” as under:</p> <p>Subject to ITB Clause 28 (Employer’s Right to Accept any Bid and to Reject any or all bids) and Employer’s Policy for Debarment from Business Dealings, the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable)], as per methodology indicated in Annexure-II to BDS.</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>
39.0	ITB Clause no. 31.3	<p>Replace and add following clauses against ITB Clause 31.3:</p> <p>31.3 All BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank/Insurance company directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:</p> <p>Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008</p> <p>A BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India need to be submitted by the Bidder directly to the employer as defined in BDS. The BG/ Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG/ Insurance Surety Bond is to be submitted. The BG/ Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>31.4 A soft copy of the BG/ Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/ Insurance company.</p> <p>31.5 Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p> <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</p>

		<p>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: ICIC00000007</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> <p>31.6 All Bank Guarantees / Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>31.7 Extension of all BGs / Insurance Surety Bond should be on Stamp paper of same value as that of the original BG / Insurance Surety Bond. Minimum extension of any BG / Insurance Surety Bond should be three months.</p>
40.0	ITB Clause 33.0	<p>Replace ITB Clause 33.0 regarding "Ineligibility for participation in re-tender" as under:</p> <p>33.0 Ineligibility for participation in re-tender/ future tenders</p> <p>i) Notwithstanding the provisions specified in ITB Sub-Clause 12.7 and ITB Clause 32, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security pursuant to ITB Clause 31.1 to 31.3, 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.</p> <p>ii) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders 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>iii) If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable</p>

		Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.
41.0	ITB Clause 36	<p>ITB Clause 36 regarding "Fraud Prevention Policy", is Replaced as under:</p> <p>36.0 Fraud Prevention Policy</p> <p>36.1 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. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment to Bid Form as per format enclosed with the Bidding Document. 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 bid shall be rejected.</p>
42.0	ITB clause no. 37	<p>Replace ITB Clause 37 "Policy for Withholding & Banning of Business Dealings" as under:</p> <p><u>Policy for Debarment from Business Dealings</u></p> <p>37.1 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 in BDS. 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 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 (version mentioned in BDS) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.</p> <p>a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.</p> <p>b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and</p>

		<p>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:</p> <p>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>
43.0	ITB clause no. 37.1	The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-5 .
44.0	Benefits to MSEs	Not Applicable
45.0	New ITB Clause 41	<p>Add new ITB clause no. 41 as under:</p> <p>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> <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>
46.0	New ITB Clause 42.0	<p>Add new ITB clause no. 42.0 as under:</p> <p>CONFLICT OF INTEREST</p> <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 the 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>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> <p>42.2 Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by uploading Attachment-27 online or by accepting the following attribute in 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 ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.</p> <p style="text-align: center;"><i>OR</i></p> <p>Compliance to ITB Clause "Conflict of Interest" to be submitted as per the Employer's format (Attachment-27) by Bidder along with Techno-commercial bid.</p>
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47.0	Period of Validity of Bid (ITB clause no. 13.0)	Bids shall remain valid for a period of one hundred twenty (120) days from the deadline set for submission of Bids.
48.0	New ITB Clause 43.0	<p>Add new ITB clause no. 43.0 as under:</p> <p>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 (Attachment-3L of Techno-commercial bid form, Section-VII) 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 Techno-Commercial 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 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>
49.0	New ITB Clause 44.0	<p>Performance Security</p> <p>Performance Security / Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lacs only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of e-BG/Bank Guarantee(BG)/Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security / Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor/its assignee/collaborator/associate/JV partner (if applicable), chooses to submit BG against Performance Securities, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p>

50.0	New ITB Clause 45.0	<p>IP addresses</p> <p>A new functionality is introduced in GePNIC portal, where IP addresses of participated Bidders related to Technical and Financial Bid submission are displayed to buyer. The primary objective of this new feature is to identify collusion activities between sellers by capturing their IP addresses. During the technical evaluation stage, in case of common IP address (Technical or Financial or both) of a seller with any other seller (s), all such bids shall be liable for rejection.</p>
		<p><u>ANNEXURES TO BDS</u></p> <p>ANNEXURE-I : Preference to Make In India and Eligibility for Participation / granting of Purchase Preference to Class-I local suppliers - regarding.</p> <p>ANNEXURE-II : NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014</p>

Sub: Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I/Class-II local suppliers- regarding

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

1.0 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) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.ntpc.co.in/>.
- f) **Policy & Procedure for Withholding & Banning of Business Dealings** – shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.

1.1 Minimum Local Content

- 1.1.1 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%**.

- ~~1.1.2 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.~~
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2.0 Eligibility for Participation/Purchase Preference:

2.1 Applicable for tenders where only Class-I Local Suppliers are eligible to bid:

a) For tenders having lump sum evaluation:

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

b) *For tenders having item wise evaluation:

Only Class-I local suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Class-II Local Supplier / Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

2.2 Applicable for tenders where only Class-I and Class-II Local Suppliers are eligible to bid:

a) *For tenders having lump sum evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non Local Supplier shall be out rightly rejected.

b) *For tenders having item wise evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

3.0 Purchase Preference (if applicable)

3.1 Margin of Purchase Preference

The margin of purchase preference shall be 20%.

3.2 Purchase preference shall be given as specified hereunder:

3.2.1 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 L 1. 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 L 1. 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 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.
- (i) ** 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 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.
- (ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.

- (iii) 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.*

OR

3.2.2 Procurements where MSE benefits are applicable**

Suppliers may be categorized in following four broad categories for consideration for 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"

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

- (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.

(i) 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.

@ C&M Co-ordinator to refer para 2.1 of circular 819 (Annexure-I) for such items

3.2.2.2 @Procurement of Items reserved exclusively for procurement from MSEs**

(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.

(i) 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 "MSE Class-I local supplier"**, the contract will be awarded to L1.
- **If L1 is "MSE but non-Class-I local supplier"**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.
 - ✓ 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.

@[C&M Co-ordinator to refer para 2.0 of circular 848 for such items]

3.2.2.3 @Procurement of Goods and / or Services or Works / Packages other than those where there is sufficient Local Capacity**

(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.

(i) 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”**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.
- **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.

@ [C&M Co-ordinator to refer para 2.2 of circular 819 for such items]

3.2.2.4 @Procurement of Goods and / or Services or Works / Packages for which Relaxation in Minimum local content requirement already granted**

- (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.

(i) 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”**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.

- **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.

@[C&M Co-ordinator to refer “para 2.4 of circular 819 inserted vide circular 840”, list of items circulated vide external circulars 221 & 222 and other such lists circulated from time to time in future (Items for which Relaxation in Minimum local content requirement has been granted by MoP)]

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.

**** C&M Co-ordinator to delete / strike off the conditions not applicable to a particular tender.**

OR

3.2.3 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:

- a. 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.

- b. 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.**

[C&M Coordinator to refer Notes to para 4.3 of Circular 819 and modify above para b, as appropriate, based on tender specific criteria for award of contract amongst different bidders].

*****C&M Co-ordinator to delete / strike off the conditions not applicable to a particular tender.***

4.0 Deleted

5.0 Verification of Local Content:

- 5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration 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.
- 5.2 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.

5.3 Deleted

- 5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.
- 5.5 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.
- 5.6 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 Bid Form/relevant Attachment of Techno- Commercial Bid.

- @ In case of debarment by NTPC- Such Supplier shall not be eligible for evaluation, in case of debarment by any other entity except NTPC - Such Supplier shall not be eligible for preference.

6.0 Local Sourcing

- 6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable, in case such item(s) are Self Manufactured / Bought-out.
- 6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

Format of Undertaking
(To be sent by Issuing Bank through official email-ID)

From: xxxbank@xx.in

To: anandshanker@ntpc.co.in / amitksingh@ntpc.co.in

We have issued BG No. dated for an amount of Rs. on behalf of[Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. without written consent / instruction from NTPC.

(Name of Bank Official)

Authority No.

Sub: Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I/Class-II local suppliers- regarding

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

1.0 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) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.ntpc.co.in/>.
- f) **Policy & Procedure for Withholding & Banning of Business Dealings** – shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.

1.1 Minimum Local Content

- 1.1.1 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%**.

~~1.1.2 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 Eligibility for Participation/Purchase Preference:

2.1 Applicable for tenders where only Class-I Local Suppliers are eligible to bid:

a) For tenders having lump sum evaluation:

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

b) *For tenders having item wise evaluation:

Only Class-I local suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Class-II Local Supplier / Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

2.2 Applicable for tenders where only Class-I and Class-II Local Suppliers are eligible to bid:

a) *For tenders having lump sum evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non Local Supplier shall be out rightly rejected.

b) *For tenders having item wise evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

3.0 Purchase Preference (if applicable)

3.1 Margin of Purchase Preference

The margin of purchase preference shall be 20%.

3.2 Purchase preference shall be given as specified hereunder:

3.2.1 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 L 1. 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 L 1. 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 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.
- (i) ** 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 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.
- (ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.
- (iii) 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.*

OR

3.2.2 Procurements where MSE benefits are applicable**

Suppliers may be categorized in following four broad categories for consideration for 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"

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

(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.

(i) 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**

(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.

(i) 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 "MSE Class-I local supplier"**, the contract will be awarded to L1.
- **If L1 is "MSE but non-Class-I local supplier"**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.
 - ✓ 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.

3.2.2.3 @Procurement of Goods and / or Services or Works / Packages other than those where there is sufficient Local Capacity**

(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.

(i) 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"**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.
- **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.

3.2.2.4 @Procurement of Goods and / or Services or Works / Packages for which Relaxation in Minimum local content requirement already granted**

(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.

(i) 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”**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers 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 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.
- **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.

OR

3.2.3 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:

- a. 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.

- b. 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.

4.0 Deleted

5.0 Verification of Local Content:

- 5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration 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.
- 5.2 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.

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.

5.5 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.

5.6 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 Bid Form/relevant Attachment of Techno- Commercial Bid.

@ In case of debarment by NTPC- Such Supplier shall not be eligible for evaluation, in case of debarment by any other entity except NTPC - Such Supplier shall not be eligible for preference.

6.0 Local Sourcing

6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable, in case such item(s) are Self Manufactured / Bought-out.

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

Format of Undertaking
(To be sent by Issuing Bank through official email-ID)

From: xxxbank@xx.in

To: anandshanker@ntpc.co.in / amitksingh@ntpc.co.in

We have issued BG No. dated for an amount of Rs. on behalf of[Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. without written consent / instruction from NTPC.

(Name of Bank Official)

Authority No.