

NTPC LIMITED
(A Government of India Enterprise)



VOLUME – II

SECTION I

SPECIAL PURCHASE CONDITIONS

Tender Reference Number: NTPC/CPG-1/9900316474

SPECIAL PURCHASE CONDITIONS (SPC)		
(The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
Special Purchase Conditions – Volume II Section I		
<i>Only 'Class-I local suppliers is 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.'</i>		
1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS {ITB Clause 12.0 & GPC Clause 16.0}	<p>F.O.R. DESTINATION BASIS* - The Bidder should quote on F.O.R. NTPC, STORES BASIS, indicating all taxes and duties as per clause 25 of GPC and relevant clause of SPC & relevant HSN Codes of Items quoted. Price quoted should be Firm, till completion of delivery. Bidder shall be responsible for safe transportation and delivery of material to NTPC STORE LOCATIONS.</p> <p>Break-up is to be indicated in Bill of Quantities (BOQ). Bidders are required to refer Technical Specification/ Detailed BOQ before quoting the rates and prices in BOQ.XLS sheet for the corresponding items. It may be noted that the “Item Description” appearing in BOQ.XLS sheet (Short Text), is very brief only and is not exhaustive. In case of any discrepancies/ variations in Item Description between Technical Specification/ Detailed BOQ and BOQ.XLS (Short Text), the description appearing in Technical Specification/ Detailed BOQ shall prevail and it would be deemed that the Bidder has read the Technical Specification/ Detailed BOQ, Drawings (if any) and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/ prices, and the quoted rates/ prices shall be deemed to include the full scope, as per Technical Specification.</p>
4.0	Tender Fee	<p>NOT APPLICABLE</p> <p>Tender Fee amount should be submitted in the form of NEFT /RTGS e-payment only through GePNIC online portal</p> <p>MSE (Micro & Small Enterprises) bidders are exempted of payment of tender fee.</p>
5.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY {ITB Clause 14.0}	<p>Rs. 1 Lakh (Rupees 1 Lakh only)</p> <p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <p>a) Through online mode available at e-tendering</p>

portal

In case the Bid Security is deposited by the Bidder/ vendor at the tendering portal through e-payment, as applicable, bidder to submit the proof of e-payment of bid security in the e-tendering portal.

- b) A Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹1,00,000/- (Rupees One Lakh only)

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. In case Bid Security is submitted by way of Bank Guarantee, the same should be valid for 165 days from the date of Opening of Techno-commercial offer or beyond any extension in the period of Bid validity subsequently requested.

The Bidder shall furnish, as a part of his Bid a **Earnest Money Deposit/Bid Security (in case of BG)** in a sealed envelope, super scribed on the top as under,

Tender No.

.....

Due Date of Bid Opening (Date of Techno-Commercial Bid

From (Name of the Bidder).”

2) Micro and Small Enterprises (MSEs) registered with **UDYAM portal** or such authorities specified by the ministry of MSME for goods produced & services rendered shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.

Please see the relevant clause below for details.

Scanned copy of the UDYAM REGISTRATION COPY shall be uploaded online in appropriate place.

MSE Bidders shall upload valid “MSE Registration Certificate” along with Annexure A1/A2 declaration

in the EMD folder/Techno Commercial folder. In case of non-submission of A1/A2 declaration along with MSE registration Certificate the offer is liable to be rejected

Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened.

Acceptable bid security means any one of the following:

(I) BANK GUARANTEE *in original*

In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, **following shall also be considered acceptable, subject to following:**

(A) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -

- (a) The scanned copy of the BG.
- (b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending.
- (c) An undertaking through official e-mail id of bank strictly as per format enclosed at [Annexure-A](#) attached below.

SFMS message must be sent to the Employer's bank whose details are given below at clause 6

(B) Bidders shall be required to upload the scanned copy of the BG on GepNIC / e-tendering portal.

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the

		<p>Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation. NTPC shall not be liable for loss/nonreceipt/ late receipt of EMD BG in postal transit.</p> <p>(II) Valid MSE Registration (UDYAM REGISTRATION ONLY) document (III) Proof of e-payment of bid security (IV) Insurance Surety Bonds</p>												
6.0	<p>CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) 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 SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1"> <tr> <td>i</td> <td>Bank Name</td> <td>ICICI BANK LTD.</td> </tr> <tr> <td>ii</td> <td>Branch</td> <td>CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td>iii</td> <td>Bank address</td> <td>9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td>iv</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> </table> <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: BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LTD.	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
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7.0	<p>VALIDITY OF OFFER {ITB Clause 17.0}</p>	<p>120 days from the date of opening of the 'Technical & Commercial Bid' by NTPC</p>												
8.0	<p>TRANSFER OF BID DOCUMENTS</p>	<p>Not applicable</p>												
9.0	<p>QUALIFYING REQUIREMENTS (FOR OT CASES ONLY)</p>	<p>Not Applicable</p>												
10.0	<p>NIL DEVIATION CERTIFICATE</p>	<p>This is a non-negotiable tender and any deviation on any condition(s) of this SPC may render the bid as non- responsive so to be accepted to the extent possible. The agency has to submit the Certificate of "NIL" Deviation as per the attached Performa in VOL 1, Section IV (Annexure- 01)</p> <p>Acceptance may be given online on the system under GTE</p>												

11.0	COMPLIANCE QUALIFYING REQUIREMENTS (FOR OT CASES ONLY)	ON	<i>Not Applicable</i>
12.0	JURISDICTION		Raipur
13.0	PLACE OF ARBITRATION {GPC Clause 14.1.3}		Raipur, India
14.0	INSURANCE {GPC Clause 16.0}		Bidder shall be responsible for transportation and safe delivery of material. The quoted rate shall be Inclusive of the Insurance charges.
15.0	FREIGHT {GPC Clause 16.0}		Bidder shall be responsible for transportation and safe delivery of Material. The quoted rate shall be inclusive of freight charges.
16.0	DELIVERY AND COMPLETION SCHEDULE {GPC Clause 19.0}		Within One year from the date of PO placement
17.0	PAYMENT TERMS {GPC Clause 19.0}		100% payment shall be made within 30 days of completion of delivery and acceptance after inspection at site of the ordered quantity.
18.0	Performance Guarantee (PBG) {GPC Clause 24.0}	Bank	The successful bidder shall be required to furnish the Performance Bank Guarantee (PBG) for an amount equal to 5 % of total order value. PBG should be valid for a period of three months (3 months) beyond the expiry of defect liability period. The PBG should be submitted within 30 days of placement of award. APPLICABLE
19.0	TAXES & DUTIES {GPC Clause 25.0}		As per GPC Clause 25.0.
20.0	WARRANTY GUARANTEE/DEFECT LIABILITY PERIOD {GPC Clause 30.0}	/	As per GPC Clause 30.0
21.0	INSPECTION {GPC Clause 33.0}		PDI shall be carried out by NTPC RIO at Vendor's works Pre-Dispatch Inspection (PDI) shall be done by NTPC as per P.O. terms & conditions and approved Quality Plan. Standard Quality Plan (SQP) is enclosed for acceptance by agency. Vendor should mention in their offer the place where PDI will be carried out by RIO, NTPC.

		All testing charges shall be in the scope of agency
22.0	INTEGRITY PACT {ITB Clause 40.0}	<p>Not Applicable</p> <p>Employer's signed copy is uploaded. Bidder should submit the signed copy of the integrity pact in the techno commercial bid.</p> <p>In case bidder accept the GTE then it will be considered acceptance of Integrity Pact</p>
23.0	Evaluation Criteria {ITB Clause 30.0}	Total Value wise (Splitting of quantity for items are not applicable)
24.0	Price Adjustments	Not Applicable
25.0	<p>Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers-regarding</p> <p>(Refer Annexure-I to SPC below for details)</p>	<p>Only 'Class-I local suppliers is eligible to participate in this tender.</p> <p>'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 60%.</p> <p>'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content 20% but less than that prescribed for 'Class-I local supplier' above.</p> <p>'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'.</p> <p>Eligibility for Participation: * Strike off, whichever is not applicable</p> <p>Note: The 'Class-I local supplier ' shall be required to provide, in the Attachment-13 (format attached below) of Techno- Commercial Bid with self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier and shall give details of the location(s) at which the local value addition is made.</p> <p>Declaration in this regard made in GTE shall also be</p>

		<p>considered</p> <p>False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC. The policy is available online on https://eprocurmentpc.nic.in</p> <p>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' shall be required to furnish a confirmation in this regard in the Attachment-13 (format attached below) of Techno-Commercial Bid.</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 is liable not to be considered as a local supplier and may not be eligible for any purchase preference and its bid is liable to be considered non-responsive and may be rejected.</p>
26.0	MSE Benefits	<p>Benefits under PPP 2012 for MSEs as elaborated at ITB Clause 4.0 are applicable only for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods. REFER Annexure-II to ITB for further details of opening and evaluation of MSE bids.</p> <p>Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:</p> <ul style="list-style-type: none"> • Udyam Registration Certificate <p>MSE Bidders must attach duly filled and signed Annexure-A1 (format available below) along with valid MSE registration in their online bid in "EMD FOLDER/FEE FOLDER/TECHNO COMMERCIAL FOLDER" failing which MSE benefits may not be extended to them. No further claim in this regard shall be entertained by the Employer.</p>

27.0	Risk purchase	<p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier.</p> <p>Further, NTPC shall retain the right of forfeiture of CPG/PBG and or any other action as deemed fit.</p>
28.0	Restrictions on procurement from a Bidder of a country which shares a land border with India"	<p>Bidders Eligible for Bidding:</p> <p>The Contractor shall not be allowed to sub- contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</p> <p>However, the said requirement of registration will not apply to 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. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Bidding is open to bidders from within the Employer's country only subject to fulfilment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".</p>
29.0	Conflict of Interest	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> a) They directly or indirectly control, or are controlled by or are under common control of another entity; or b) They have the same legal representative/agent for purposes of their bids; or c) They have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve)

participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e) Bidder participates in more than one bid in this bidding process.

f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

i) The principal manufacturer/service provider directly or through one

Indian agent on his behalf; and

ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

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.

XX.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:

"Do you certify full compliance to all provisions of Bidding Document?"

Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid

		<p>Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>
30.0	Modification & withdrawal	<p>a. MODIFICATION AND WITHDRAWAL OF BIDS</p> <p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission</p> <p>No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future tenders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid (for MSE bidders/ Other bidders who has submitted exemption documents) / Bidder’s forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD/Bid security amount has been submitted)</p> <p>b. INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS</p> <p>i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid .(Applicable for MSE bidders/ Other bidders who has submitted exemption documents)/ Bidder’s forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)</p> <p>ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security as per tender provision then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for</p>

		Withholding and Banning of Business Dealings.	
31.0	E-WAYBILL	E WAY BILL if required shall be arranged by the vendor.	
32.0	Bid to be addressed to	AGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:-usgupta01@ntpc.co.in /	
33.0	CONTACT PERSONS / ADDRESS	Mr. G Birganthia AGM(C&M), NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018	Mr. Manish Kumar DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018
	Email	gbirganthia@ntpc.co.in	Manishkumar06@ntpc.co.in

Sub:Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I 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 Debarment from Business Dealings** – shall mean the policy related to Debarment from 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 60 %. 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:

A. @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).

B. @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).

For MLC exempted Items (as detailed in attached File name: ITEM WISE MLC DECLARATION BY BIDDER.xlsx), all Class of Bidders are eligible to bid.

3.0 Purchase Preference

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 'ClassI 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 or applicability of purchase preference:

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

3.2.2.1** @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**

Methodology of purchase preference as specified in para 3.2.2.3 above will be applicable.

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'/ 'Nonlocal 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 Debarment from Business Dealings of NTPC.**

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.

- 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.

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.

**CERTIFICATE FOR COMPLIANCE TO
ALL PROVISIONS OF BIDDING DOCUMENTS**

(Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

BID Ref.....

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and ***we declare that we have not taken any deviation in this regard.***
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non- responsive.

We also confirm that in case we refuse to withdraw additional conditions / deviations/ variations/exception implicit or explicit, found anywhere in the techno-commercial bid and/or price bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/ Clarifications/Addenda/Errata (if any) as mentioned at para 1.0 above, found anywhere in our Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the EMD/ Bid Security shall be forfeited.

TENDERS HAVING ITEM WISE EVALUATION

PROJECT BIDDING DOCUMENT NO. Bid No. 9900316474

(Declaration on Local Content)

(Declaration on Local Content)

Dear
Sirs,

We have read the provisions of “Preference to Make In India and Eligibility for granting of Purchase Preference to Class-I local suppliers” enclosed with SPC. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

- *1.0** In order to avail **purchase preference**, we confirm that we are a **'Class-I local supplier'** (MLC 60 %) for Item(s) as per details given below:

Sl. No. of BOQ	Description of Goods & Services	Whether the Bidder is a 'Class-I local supplier'	Details of the location(s) at which the local value addition is made
10	M8655512811	YES	

- 2.0 Further, we hereby 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 of Industrial Policy and Promotion (DIPP).

3.0 We undertake that 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) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment (if asked by employer).

4.0 ##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)."

(Authorized Signatory)

Seal & Signature of Bidder



ANNEXURE-A1

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where **Item wise evaluation** is applicable (to be uploaded online in Technical Cover of online GePNIC Bid) along with EMD details)

M/s NTPC LTD

Ref: Our Bid Ref. No	Dated	Date:	against Tender Invitation
no.	Dated	for	(Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

* We are **manufacturer of all the quoted item(s)** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.

Or

* We are **manufacturer of some the quoted item(s)** and understand that the benefits pertaining to EMD and Tender fee exemption shall be applicable for our bid as per provisions of Bidding Document. We also understand that Purchase Preference benefits as applicable to MSEs under PPP 2012 shall be applicable only for those quoted items of our bid for which we are a manufacturer and the remaining quoted items, for which we are not a manufacturer, shall not be eligible for the aforesaid Purchase Preference benefits as per provisions of Bidding documents.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorized Signatory)

Name & address of the bidder
.....



Date:

*** Strike out which is not applicable**



Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Overall evaluation is applicable (to be uploaded online in Technical Cover of online GePNIC Bid) along with EMD details)

M/s NTPC LTD

_____ Date:

Ref: Our Bid Ref. No	Dated	against Tender Invitation
no. _____	Dated _____	for _____
		(Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

~~* We are manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference as specified in the Bidding Documents and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.~~

Or

~~* We are manufacturer of at least one of the items listed in the Bill of Quantity (BOQ) of the Package and understand that the benefits pertaining to EMD and Tender fee exemption only shall be applicable for our bid as per provisions of Bidding Documents. We also understand that as per provisions of Bidding Document, our bid shall not be eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.~~

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorised Signatory)

Name & address of the bidder _____

Date:

* Strike out which is not applicable



EMD/BID SECURITY SUBMISSION

(A) In case of Bidders opting for **Bank Guarantee** as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location, following shall be applicable:

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 BG along with following documents:-

- (a) The scanned copy of the BG.
- (b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending.
- (c) An undertaking through official e-mail id of bank as per format enclosed at Annexure-A below.

SFMS message must be sent to the Employer's bank whose details are :

i	Bank Name	ICICI BANK LTD.
ii	Branch	Connaught Place, New Delhi
iv	IFSC Code	ICIC0000007

Bidders shall be required to upload the scanned copy of the BG on GepNIC / e-tendering portal.



Annexure A

Format of Undertaking (To be sent by Issuing Bank through official e-mail id)

From: xxxbank@xx.in To: manishkumar06@ntpc.co.in

We have issued BG No. _____ dated _____ for an amount of Rs. _____ on behalf of _____ towards Bid Security / EMD for Tender No [9900286045](#) in favor of NTPC.

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement.

The SFMS is sent on _____ (date).

We undertake to send the original BG to _____ (name of tendering location) directly once postal / courier services are restored and that NTPC's claim will be binding on us without the physical copy.

We undertake not to cancel the afore mentioned BG No. _____ without written consent / instruction from NTPC Ltd.

(Name of Bank Official) Authority No.



Form of Bank Guarantee towards Bid Security

Bank Guarantee No.
Date.....

To :

NTPC Limited,
Unified Shared Service Center- C&M Raipur,
Plot No 87, Sector 24, Atal Nagar
Nava Raipur, Raipur
Chhattisgarh-492018

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s.....(***).....having its Registered/Head Office athereafter called the 'Bidder') wish to participate in the said bid for [Name of Package].....

As an irrevocable bank guarantee against Bid Security for an amount of(*).....valid fordays from.....(**).....required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank].....having our Head Office at(#).....guarantee and undertake to pay immediately on demand by.....[Name of the Employer] (hereinafter called the 'Employer').....the amount of(*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@).....If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued. In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....



.....

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days beyond the validity of bid.

(***) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. **Bank Guarantee should be executed on Non judicial stamp paper/E stamp paper of appropriate value as per Stamp Act prevailing in states as under (whichever is higher):**
 - **State where BG is submitted (Unified Treasury, Dadri - U.P.)**
 - **State where BG to be acted upon (State where concerned plant/Unit is situated)**
 - **State where BG is executed (State of BG issuing bank branch)**



The stamp duty is to be paid before or at the time of executing the Bank Guarantee and submission of stamp paper for deficit duty post execution of the BG is not admissible.

5. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
6. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of 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
7. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.



PROFORMA FOR EXTENSION OF BANK GUARANTEE

(On non-judicial stamp paper of appropriate value)

Ref.:

Dated:

NTPC Limited

.....

Dear Sirs,

Sub.: **Extension of Bank Guarantee No..... Dated**
..... for [indicate value of Bank Guarantee]
..... favouring yourselves, expiring
on..... on account of M/s
(Name of Bidder) in respect of Contract for
(Insert Package Name) for (Insert Project
Name) Project, Contract No.
..... dated (hereinafter called original
Bank Guarantee)

At the request of M/s, We Bank
branch office at and having its head office at
..... do hereby extend our liability under the above mentioned
Guarantee No. dated..... for a further period of
years/month from to expire on

Except as provided above, all other terms and conditions of the original Bank
Guarantee No. dated shall remain
unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be
deemed to have been attached.

.....
(Signature)
.....
(Name)
.....
(Designation with Bank

Stamp)

Authorised Vide
Power of Attorney No.
.....
Dated
.....



Date:

Seal of Bank

Note:

1. @ The extension of the Bank Guarantee should be forwarded to the Unit/ Project/ Corporate Centre, from where the extension has been sought.
2. The extension of BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

CHECKLIST

1. **Bank Guarantee No. & Date** :
2. **Name of Issuing Bank** :
3. **Amount of BG** :
4. **Nature of BG & No. of Pages** :
5. **Validity of BG** :
6. **Vendor Reference** :
 Name
 Address
 Telephone
 Fax
 Email
7. **Bank Reference**
 Name
 Address
 Telephone
 Fax
 Email

Sl. No.	Details of checks	YES / NO
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1	Is the BG on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document No./Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	
8	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant ?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	



LIST OF BANKS FROM WHICH BANK GUARANTEES FOR BID SECURITY CAN BE ACCEPTED

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

- 1 Bank of Baroda
- 2 Bank of India
- 3 Bank of Maharashtra
- 4 Canara Bank
- 5 Central Bank of India
- 6 Indian Overseas Bank
- 7 Indian Bank
- 8 Punjab National Bank
- 9 Union Bank of India
- 10 Punjab & Sind Bank
- 11 UCO Bank

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1 Axis Bank Ltd
- 2 Bandhan Bank Limited
- 3 CSB Bank
- 4 City Union Bank
- 5 DCB Bank Ltd
- 6 Dhanlaxmi Bank Ltd
- 7 Federal Bank Ltd
- 8 HDFC Bank Ltd
- 9 ICICI Bank Ltd



- 10 IndusInd Bank Ltd
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Ltd
- 13 Karnataka Bank Ltd
- 14 Karur Vysya Bank Ltd
- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd
- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd
- 22 IDBI Bank Ltd.

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 1 AB Bank Ltd
- 2 Abu Dhabi Commercial Bank PJSC
- 3 American Express Banking Corporation
- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B. S. C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG
- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A. G.
- 19 Doha Bank Q. P. S. C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q. P. S. C.)
- 37 Sberbank



- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

*Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time

