

AMENDMENT NO.1 TO BIDDING DOCUMENTS Dt.24.02.2021

Tender ID : 2021_NTECL_69429_1

Tender Ref. NTECL/C&M/CS-4671

Sl. No	Reference	Existing Provisions	To be read as
1.	Section-IV (Instructions to Bidders) New Clause		<p>Add new ITB clause 54 –</p> <p>54. Restrictions on procurement from a Bidder of a country which shares a land border With India.</p> <p>54.1. 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. 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. 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. However, the said requirement of registration will not apply to bidders/subcontractors 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>54.2 “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>54.3 “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>54.4 “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 54.1 above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial employer is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p>

		<p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>54.5 The beneficial employer for the purpose of clause “55.4” above will be as under;</p> <p>a) In case of company of Limited Liability Partnership, the beneficial employer is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling employership interest or who exercises control through other means.</p> <p>Explanation :-</p> <p>i. “Controlling employership interest” means employership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has employership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has employership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial employer is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial employer(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or employership.</p> <p>54.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
2.	Section-IV (Instructions to Bidders) New Clause	<p>Add new ITB clause 55 –</p> <p>55. Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price should not be less than 10% and should not be more than 15% of the total supply price</p> <p>In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Contract price of BOQ No. 1 while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Engineer-in-charge/Project Manager.</p>

			In case the Installation Price is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.
3.	Section-IV (Instructions to Bidders) New Clause	-	<p>Add new ITB clause 56 –</p> <p><u>56. PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS</u></p> <p>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 purchase preference to local suppliers, are hereby issued:</p> <p>1. Definitions:</p> <p>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.</p> <p>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.</p> <p>c) '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'.</p> <p>d) '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>e) '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.</p> <p>f) Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on NTECL tender website http://www.ntecljv.co.in.</p> <p>g) Policy & Procedure for Withholding & Banning of Business Dealings – shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.</p> <p>2. Purchase Preference</p> <p>2.1 The margin of purchase preference shall be 20%.</p> <p>2.2 Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:</p> <p>➤ Among all qualified bids and substantially responsive bids, the lowest</p>

evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

- If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement.
- 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.

3.0 Minimum Local Content: The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. **The minimum local content shall be calculated on overall supply portion.**

4.0 Verification of Local Content :

- i. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the relevant Annexure-L of Section V, 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.
- ii. In cases of procurement for the value 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

			<p>declaration in respect of Local Content in their bid, same shall be treated as false declaration.</p> <p>iii. False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTECL.</p> <p>iv. 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.</p> <p>v. A supplier who has been debarred / banned by any other procuring entity for violation of PPP-MII Order shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Annexure of Section V.</p> <p>5.0 Local Sourcing: 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.</p>
4.	Section-V (List of Annexures)	-	Add a new Annexure- K (DECLARATION FOR RESTRICTIONS ON PROCUREMENT FROM COUNTRYWHICH SHARES A LAND BORDER WITH INDIA) to this Amendment No. 1 to Tender Documents.
5.	Section-V (List of Annexures)	-	Add a new Annexure- L (DECLARATION ON LOCAL CONTENT) to this Amendment No. 1 to Tender Documents.

Amendment No. 1 to Tender Documents shall form an integral part of the Bidding Documents. All other Terms and Conditions of the Bidding Documents shall remain unaltered.

DECLARATION FOR RESTRICTIONS ON PROCUREMENT FROM COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
(On the letter head of the Bidder)

Bid Ref. No.

To,
NTECL,
Vallur Thermal Power Station,
Vellivoyal Chavadi PO,
Ponneri Taluk,
Chennai-600103.

Sub.: Tender for

Dear sir/(s)

We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure... **....**

Yours faithfully,

Date:

Signature.....

Place:

Printed Name.....

Designation.....

Common
Seal.....

***Bidder to strike-off, if not applicable.**

****Bidder to mention the Annexure no.**

**DECLARATION ON LOCAL CONTENT
(On the letter head of the Bidder)**

Bid Ref. No.

To,
NTECL,
Vallur Thermal Power Station,
Vellivoyal Chavadi PO,
Ponneri Taluk,
Chennai-600103.

Dear Sirs,

We have read the provisions of “Preference to Make in India and granting of purchase preference to local suppliers” enclosed with the Instruction to Bidders. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

1. In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is% of our total bid price for complete scope of work for “Design,Supply,Erection,Commissioning and Testing of EOT cranes for Central Workshop and Central Stores in NTECL.” as per details given below.

SI No.	Description of Goods & Services	Quantity/ Weight	Local Content (as % of Total bid Price)	Details of the location(s) at which the local value addition is made

2. Further, we hereby confirm the following:

Whether the bidder is presently 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 issued by Department of Industrial Policy and Promotion (DIPP)	Yes* / No*
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* Strike off, whichever is not applicable

3. We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Note : 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

Yours faithfully,

Date:

Place:

Signature.....

Printed Name.....

Designation.....

Common Seal.....