

Addendum

SUBJECT:

Addendum NO. 1

DATE:

01/10/2021

Enquiry NO.:

211300081

NAME OF WORK:

Internal and External coating of sea water pipe

lines.

This is in reference to aforesaid Tender, following changes are incorporated in tender documents:

- 1. This is in reference to aforesaid Tender, clarifications attached as per Annexure-A are incorporated in tender documents.
- 2. This is in reference to aforesaid Tender, clarifications attached as per Annexure-B are incorporated in tender documents.

3. EXTENSION OF BID DUE DATE & TIME:

Bid Submission End Date till 11/10/2021, 03:00 PM Bid Opening Date on 12/10/2021, 03:30 PM

All other Terms & Conditions of the tender documents will remain unaltered.

This Addendum No. 1 shall form an integral part of this tender. A copy of the same is to be submitted along with the bid.

For & behalf of RGPPL

An Manager (C&M)

C&M Dept.

Corporate Identification Number: U40105DL2005 PTC138458

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Annexure-A

Bidder's Query	RGPPL's Reply		
Please share dimensions of Pipeline for internal & external pipeline coating	Pipelines dimensions for external and internal coating are-		
	1. 4" 2. 6" 3. 10" 4. 16" 5. 20" 6. 24" 7. 30" However, 4" and 6" are the tapping		
	provided on the main lines of other size piping.		



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Annexure-B

Evaluation of bids & Purchase Preference to local supplier	Evaluation shall be on Lump-sum Basis . RGPPL shall allow purchase preference to local supplier, as indicated below . The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. Bidders seeking benefits should necessarily upload relevant documents in etender portal. Only Class-I local suppliers only are eligible to participate in this tender.
Minimum Local content	100%

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

Purchase preference shall be given to local suppliers as per general methodology specified in appended at the end of this document)

For order preference, MSE guidelines mentioned above read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers", shall be applicable

The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

In case a bidder does not submit the aforesaid (Local Content) 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, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.

Note: Please refer Special Conditions of Contract of the bidding document for tender specific provisions as applicable and defined for Preference to Make in India and granting of purchase preference to local suppliers.



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<u>Preference to Make in India and granting of purchase preference to local</u> 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 purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) 'Local content' means the amount of value added in India which shall be the total value of the goods and services procured (excluding net domestic indirect taxes) minus the value of imported content in the goods and services (including all customs duties) as a proportion of the total value, in percent.
- b) **'Local supplier'** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- 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 local supplier may be above the L1 for the purpose of purchase preference.
- e) **'Nodal Ministry'** means the Ministry or Department identified in respect of a particular item of goods or services or works
- f) **Fraud Prevention Policy** shall mean the policy related to prevention of fraud displayed on NTPC tender website http://www.ntpctender.com.

2.0 Minimum local content

2.1 The minimum local content shall be*.....

* For Minimum Local Content Value as applicable Refer Special Purchase Conditions/Special Contracts Conditions clause "Preference to Make in India and granting of purchase preference to local suppliers <u>for</u> this tender

3.0 Margin of Purchase Preference

3.1 The margin of purchase preference shall be 20%.

4.0 Requirement of Purchase Preference:

4.1 Purchase preference shall be given to local suppliers as specified perecipler:

**a) In cases of Procurement of goods (Supply Contracts / Purchase Contracts), procurement of services (Service Contracts), Procurement of goods and services (composite tenders i.e. Supply cum Installation / Supply-cum-Installation-cum-Civil / Civil Works Contracts), where preference to MSE is not being given:

The following procedure shall be followed:

i) Among all qualified and substantially responsive bids, the lowest

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evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract will be awarded to L1.

- If L1 bid is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible local supplier fails to match the lowest iii) evaluated bid (L1) price, the 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 local suppliers within the margin of purchase preference matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- For the purpose of matching of lowest evaluated bid (L1) price, the local iv) 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). 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.

Note:

- **1) 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.
- **2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the 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

**b) In cases of Procurement of goods / services (where preference to MSE is not being given), where the tendered quantity is to be divided / split among more than one bidder and condition pertaining to splitting of quantity is specified in tender documents: Gas & Po

The following procedure shall be followed:

Among all qualified and substantially responsive bids the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, contract for full quantity will be awarded to L1.

ii) If L 1 bid is not from a local supplier, 50% of the order quantity shalf be awarded to L1. Thereafter, the lowest evaluated bidder among the local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that

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quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

iii) For the purpose of matching of lowest evaluated bid (L1) price, the 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). 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.

Note:

- **1) 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.
- **2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the 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

**c) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is not possible:

The following procedure shall be followed:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE, the contract will be awarded to L1.
- iii) If L1 Bid is not from an MSE, 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 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 and (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match RGs the lowest evaluated bid (L1) price and so on and contract shall be to be the lowest evaluated bid (L1) price and so on and contract shall be to be the lowest evaluated bid (L1) price and so on and contract shall be to be the lowest evaluated bid (L1) price and so on and contract shall be to be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated bid (L1) price and so on and contract shall be the lowest evaluated by the lowest evaluated bid (L1) be the lowest evaluated bid (L1) be the lowest evaluated by the awarded accordingly.
- iv) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price,

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then the contract may be awarded to the L1 bidder, if L1 bid is from a local supplier.

- v) If L1 is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the 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 local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the MSE / 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). 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.
- Note: **1) 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.
 - **2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / 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.

In case of tenders / contracts, where preference to MSE is being given **d) and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:

- Among all qualified and substantially responsive bids, the lowest i) evaluated bid will be termed as L1.
- If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.

Gas 8

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- iii) If L1 bid is from an MSE who is not a local supplier,
 - •50% of the order quantity shall be awarded to L1.
 - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match

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the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.

- In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

iv) If L1 bid is from a Local supplier who is not an MSE,

- •75% of the order quantity shall be awarded to L1.
- Thereafter, 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.
- In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.

v) If L1 bid is from a bidder who is not a Local supplier and not an MSE,

- •50% of the order quantity shall be awarded to L1.
- Thereafter, 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. 25 8/2
- Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity \$50% of the ordered quantity - quantity awarded on MSEs] subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible local supplier fails to match the lowest



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evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the 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). 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.
- Note: **1) 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.
 - **2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

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

5.0 **Verification of Local Content:**

- The local supplier shall be required to provide, in the relevant Attachment of 5.1 Price Bid, self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per relevant Attachment of Price Bid
- In cases the total bid price of the supplier / bidder is in excess of $4NR_{1}$ 5.2 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) of from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 5.3 False declarations will be dealt in line with the Fraud Prevention Policy of NTPC.
- 5.4 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 preference under the aforesaid procedures for duration of the debarment. The

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local supplier shall be required to furnish a confirmation in this regard in the relevant Attachment of Price Bid.

6.0 **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.



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ATTACHMENT

(Declaration on Local Content)

Dear Sirs,

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

- In order to avail purchase preference, we confirm that we are a Local Supplier, 1.0 and the local content included in the Items of the Subject Tender as per details given below.
- In order to avail purchase preference, we confirm that we are a Local Supplier, 2.0 and the local content included in the package is% of our total bid price for complete scope of work for#................ as per details given below.

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

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 has been placed at Annexure-1 to this Attachment.

Further, we hereby confirm the following: 2.0

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)

Anjanwel Yes∜ C&M Dept 4

* Strike off, whichever is not applicable

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- 3.0 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.
 - 2) Certificate pertaining to percentage of local content from statutory auditor or cost auditor / practicing chartered accountant or cost accountant is to be furnished in cases where the total bid price is more than INR 10 Crore

 Date
 Signature.....

 Place
 Name......

 Designation
 Name of Bidder

 Seal......
 Seal.....

name of the package / tender (<u>Refer The tender specific format would be available in Attachment of Standard Forms</u>).



Yours truly,

Email

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