

NTPC LIMITED
(A Government of India Enterprise)



VOLUME – II SECTION I
(SPECIAL PURCHASE CONDITIONS)

VERSION 1.0

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 Part - A		
1	TYPE OF BIDDING	Single Stage Two Envelope bidding without Reverse Auction on fully compliant and Domestic Competitive Bidding basis.
2	PACKAGE	Rate Contract for the procurement of Servers for Sites/Regions/CC/JVs of NTPC
3	JV and	Not Permitted
4	TENDER FEE	Rs. 6750/-
5	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY	<p>Applicable Amount of Bid Security/EMD (in favour of NTPC Ltd., payable at NOIDA): INR 20,00,000/- (Indian Rupees Twenty Lac only). EMD/Bid Security should reach at following address: <i>To, DGM(CM)/Manager (CM), 6TH FLOOR, Engineering Office Complex, NTPC Ltd., Plot no. A-8A, Sector 24, NOIDA(UP), India-201 301</i></p> <p>Note: Any bid not accompanied by an acceptable Bid Security in line with ITB Cl. 14.0, shall be rejected by the Employer as being nonresponsive and shall not be opened (in case of GePNIC Tenders)/ considered (in case of GeM Tenders) for further evaluation.</p>
5.1	EMD / TENDER FEE EXEMPTION	<p>1. EMD / Tender Fee exemption shall be applicable only to the eligible MSEs i.e. MSEs registered as manufacturers for any of the offered product(s) in line with ITB Cl. No: 4.0. Traders are excluded from the purview of this Policy. MSEs registered for availing benefits of Primary Sector Lending(PSL) only shall also not be considered eligible for MSE EMD exemption and purchase preference.</p> <p>Note:</p> <p>(1) EMD / Tender Fee exemption documents as indicated above only shall be considered.</p> <p>(2) Any bid accompanied with any other EMD exemption (except eligible MSEs) shall be considered as without EMD/Bid Security and shall be rejected as being non-responsive as per Cl. 5.0 of SPC.</p>

5.2	Earnest Money Deposit /Bid Security (EMD), (ITB Cl. 14.2)	<p>Earnest Money Deposit/Bid Security can be submitted in one of the following forms as per ITB clause 14.0:</p> <ol style="list-style-type: none"> 1. Bank guarantee from any of the banks specified in the Bidding documents. 2. Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). 3. Demand Draft / Banker's Cheque in favour of NTPC Ltd., payable at NOIDA. 4. The Bid Security/EMD shall be valid for a period of 165 days from the date of opening of techno-commercial bid. 5. While issuing Bid Security/EMD in the form of 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 mentioned in ITB clause 15. 6. The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents (Annexure-7A/7B, as applicable). <p>Note:</p> <p>(1) EMD/Bid Security submitted in form of BG as per GeM format for e-PBG shall not be acceptable.</p> <p>(2) Any deviation (addition/deletion) in the verbatim of Bid Security (submitted in the form of BG/Insurance Security Bond) w.r.t. the proforma prescribed in the bidding documents (Annexure-7A/7B) may result into non-acceptance of the Bid security and rejection of the bid at Employer's discretion.</p> <p>(3) The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security included in the Employer's Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security included in the Employer's Bidding Documents only. Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.</p>
6	TRANSFER OF BID DOCUMENTS	Transfer of Bidding documents purchased by one intending bidder to another is not permissible.
7	TENDER CATEGORY	Supply Rate Contract
8	SPLITTING OF TENDER QUANTITY	Not Splittable
9	QUALIFYING REQUIREMENTS	<p>1.0 The bidder should be an Original Equipment Manufacturer (OEM) of Servers or the Subsidiary/Group Company representing the principal Company of such OEM of Servers in India.</p> <p style="text-align: center;">OR</p> <p>The bidder should be an authorized Partner/Dealer/Reseller or System Integrator of the OEM of Servers or Subsidiary/Group Company representing the principal company of such OEM of Servers in India.</p> <p>Note:</p> <p>(i)The bidder should submit letter of authorization to this affect for this tender from the OEM or the Group Company/Subsidiary representing the Principal Company of such OEM of Servers in India.</p> <p>(ii)"Subsidiary" shall have the meaning ascribed as per Companies Act of India, in vogue.</p> <p>(iii)"Group Company" means two or more enterprises which, directly or indirectly, are in a position to:</p> <p>(a)exercise twenty-six percent or more of voting rights in other enterprise; or</p> <p>(b) appoint more than fifty percent of members of Board of Directors in the other enterprise.</p>

2.0 The bidder should have executed work(s) of supply, installation and commissioning of at least forty (40) numbers of Servers cumulatively through max. 05 orders in India in preceding 07 years as on date of techno-commercial bid opening and the bidder should have also provided maintenance & support services for these servers satisfactorily for at least 1 year period as reckoned on the date of techno-commercial bid opening.

Note: The Term "Server" shall refer to either Rack or Tower or Blade or Hyper converged infrastructure (HCI)-Nodes type server systems.

3.0 The bidder should have executed any one of the following work which includes supply and installation of Servers and associated systems in India in preceding 7 years as on the date of Techno-Commercial bid opening:

One work of Executed Value not less than of Rs. 1404.87Lacs

OR

Two works of Executed Value not less than of Rs. 878.05Lacs- each

OR

Three works of Executed Value not less than of Rs 702.44 Lacs each

Note:

3.1 The work "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed / closed. However, the work executed must include supply and installation of Servers & associated systems as referred above.

3.2 In case of orders under execution, the scope and value of total work executed till the date of opening of Techno-Commercial bid opening shall be considered subject to submission of certificate from Client/ End user duly certifying the value and scope of work executed in such Contract/ PO /Work.

However, the executed work must include Supply and installation of Servers & associated systems as referred below.

3.3 (a)The Term "Server" shall refer to either Rack or Tower or Blade or Hyper converged infrastructure (HCI)- Nodes type server systems.

(b)The term associated systems shall refer to any of the devices/ software like: Network switches, Routers, Backup systems, Tape drive/s, SAN/NAS storage and any other storage medium (like Hard disks, tape drives), server Operating systems, other application software, Network cabling for the servers, Interfacing cards for the servers, Racks for the servers, KVM (Keyboard, video (monitor) and mouse switch) and UPS.

3.4 The above value of completed Similar Work(s) is exclusive of applicable tax/GST.

3.5 For order in foreign currency, the exchange rate as on 07 days prior to the date of techno-commercial bid opening shall be used.

4.0 Financial Criteria:

4.1 The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of techno- commercial bid opening should not be less than Rs 1756.09 Lacs.

4.2 The Net Worth of the Bidder should not be less than 100% of the Bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net Worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Company wherever applicable, the Net Worth of the Bidder and its Subsidiary(ies) and/or Holding Company, in combined manner should not be less than 100% of their total paid up share capital.

However, individually, their Net Worth should not be less than 75% of their respective paid-up share capitals.

Net worth in combined manner shall be calculated as follows:

Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$

where X1,X2,X3 are individual Net Worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals.

		<p>In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the un-audited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:</p> <p>(a) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.</p> <p>(b) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.</p> <p>In cases where audited results for the last preceding financial year as on the date of opening of Techno-commercial bid are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.</p> <p>In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p> <p>In case a Bidder does not satisfy the financial criteria stipulated in Clause 4.1 above on its own, Its Holding Company would require to meet the stipulated turnover requirements at Clause 4.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding company. In such an event, the Bidder should be required to furnish along with its Techno-Commercial bid, a letter of undertaking from its Holding Company, supported by Board Resolution of the Holding Company, as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.</p> <p>Notes for Clause 4.0</p> <p>(i) While computing the annual turnover other Income shall not be considered.</p> <p>(ii) "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India, in vogue.</p> <p>(iii) Net worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.</p> <p>(iv) For annual turnover indicated in foreign currency, the exchange rate as on 7 days prior to the date of techno-commercial bid opening shall be used.</p>
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10	Documents required in support of QR	<p>List of documents to be submitted by vendor to Qualify this QR:</p> <p>The bidder should submit the following documents towards proof for meeting the Qualifying requirements along with the bids:</p> <p>(1) Company Registration certificate / certificate of incorporation issued by Registrar of Companies/ Memorandum and article of association including changes in the constitution of the firm/company/ Registration document in respect of the firm / Partnership agreement etc.</p> <p>(2) For SI. No. 1.0 of QR: (a) Documentary proof establishing the bidder (i) OEM of the offered Servers or the Subsidiary/Group Company representing the principal Company of such OEM of the offered Servers in India OR (ii) Authorized Partner/Dealer/ Reseller or System Integrator of the OEM of the offered Servers or Subsidiary/Group Company representing the principal company of such OEM of the offered Servers in India (b) Manufacturer Authorization Form (MAF) & valid authorization letter for aftersales service support from the authorizing OEM of the offered Servers or the Subsidiary/Group Company representing the principal Company of OEM of the offered Servers in India.</p> <p>(3) For SI. No. 2.0 of QR: (a) Copies of Purchase order(s) / LOA(s)/Contract Agreement(s) etc. and installation/ implementation/commissioning/ acceptance certificate from the client (s) clearly indicating the specified number of servers successfully installed and (b) accepted Certificate from the client clearly mentioning the satisfactory providing of the support and maintenance services for the servers for at least 1 year as reckoned on the date of techno-commercial bid opening.</p> <p>(4) For SI. No. 3.0 of QR: Copies of Purchase order(s) / LOA(s)/Contract Agreement(s) etc. and installation/ implementation/commissioning/ acceptance certificate from the client (s) clearly indicating period of execution along with value (Excl. GST) and scope of work executed as on/before date of Techno-commercial bid opening duly certified and digitally signed by specified TPIA/ Independent Statutory Auditor.</p> <p>(5) For SI. No. 4.0 of QR: Copy of audited financial statements (including Schedules, Annexures, notes, if any) confirming the turnover for the preceding 03 financial years and net worth for preceding financial year as on date of techno-commercial bid opening.</p> <p>In case where audited results for the last preceding financial year are not available, relevant documents/certificates in line with SI. No. 4.0 of QR shall be considered acceptable.</p> <p>Note: Bidder must mandatorily fill the Annexure-12 (QR summary sheet) in support of reference documents for meeting QR and upload the same along with the technical bid in Technical Cover. (Refer ITB clause 26).</p>
11	Other documents to be uploaded in technical bid	<p>Following Documents to be uploaded online in GeM portal:</p> <p>(i) Scanned copy of EMD or relevant exemption document as per clause 4.0 of ITB (ii) Bid Form 1 (iii) Annexure-12 in support of QR along with supporting documents as detailed in clause 26 of "Instruction to bidder" (ITB)</p>

12	Penalty for non-performance:	<p>If the system availability commitments in respect of the supplied items/ systems are not met, the bidder shall be liable to pay penalty for non performance. Penalty shall be applicable as per the following calculation.</p>												
		<table border="1"> <thead> <tr> <th data-bbox="488 296 786 352">%Availability during quarter</th> <th data-bbox="792 296 1068 352">Applicable Penalty in %</th> <th data-bbox="1075 296 1497 352">Penalty applicable on value of</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 359 786 388">100-99.5</td> <td data-bbox="792 359 1068 388">0</td> <td data-bbox="1075 359 1497 443">Individual line item supply value respective purchase order exclu taxes and duties</td> </tr> <tr> <td data-bbox="488 449 786 478">Less than 99.5 & >=95</td> <td data-bbox="792 449 1068 478">3</td> <td data-bbox="1075 449 1497 478">-DO-</td> </tr> <tr> <td data-bbox="488 485 786 514">Less than 95</td> <td data-bbox="792 485 1068 514">5</td> <td data-bbox="1075 485 1497 514">-DO-</td> </tr> </tbody> </table>	%Availability during quarter	Applicable Penalty in %	Penalty applicable on value of	100-99.5	0	Individual line item supply value respective purchase order exclu taxes and duties	Less than 99.5 & >=95	3	-DO-	Less than 95	5	-DO-
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Less than 99.5 & >=95	3	-DO-												
Less than 95	5	-DO-												
		<p>Bidder will maintain the logs for each service provided and shall provide necessary reports to ascertain the service levels and calculate the non -availability deduction. The log shall be submitted on quarterly basis and the downtime deduction if any shall be arrived at on quarterly basis. Deductible amounts on account of penalty levied if any shall be intimated to supplier on quarterly basis by the respective site Engineer-in-charge and during warranty penalty amount if any as intimated shall be recovered from the Contract Performance Guarantee against the PO. The total amount of penalty on this account shall be limited to Five (5) percent of the individual purchase order supply value (excluding taxes and duties).</p> <p>NB: a) All these deductions as mentioned above are independent of LD leviable as per the commercial conditions.</p> <p>b) The total amount of penalty (if any) on all accounts mentioned at CL 11.7 (Resolution time) and CI 11.8 (Availability) and any other section in this document (excluding LD) shall be limited to Five (5) percent of the individual purchase order supply value (excluding taxes and duties).</p> <p>c) During the warranty period penalty amounts if any on all accounts shall be recovered from the balance supply amount as per CI 12.2 of payment terms.</p> <p>d) In case of availability being less than 95% for 2 consecutive quarters for any item, EIC has the right to ask for replacement of the item with new items. Supplier should provide the items having same or superior specifications. After receiving and accepting the replacement items the original items will be returned to supplier in as is condition (For servers existing data of owner will be removed permanently).</p>												
13	Delivery Schedule & Contract Period	<p>NTPC will enter into a Rate contract with the successful bidder for the supply & Installation of servers and associated devices and software as specified in BOQ. The RC will be valid for one year from the date of award. During the currency of the RC, any of the sites/offices/regions /projects of NTPC and NTPC JV (Joint ventures) which are located across the country can place orders (POs) from time to time for any of the items depending on their requirement against the RC as per the rates, terms and conditions of RC.</p> <p>The delivery of all hardware, software media and licenses should be made within Eight (08) weeks from the date of email sent to the Supplier intimating the placement of the individual purchase order enclosing the copy of PO.</p>												

14	Liquidated damages	The timely delivery of the material is the essence of the contract. In the event of Contractor/Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Contractor/Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Contractor/Supplier under this clause shall not exceed 5% of the Order value as awarded.
15	PAYMENT TERMS	<p>12.1 Payment will be released from individual sites according to their respective purchase orders as mentioned below:</p> <p>12.2 A) 65% Payment of Supply along with applicable taxes against individual Purchase order shall be made within 30 days of receipt of materials at NTPC respective sites / offices against invoice and after successful completion of the Inspection of the servers and other supplied items at sites /offices as per clause 6.2.</p> <p>B) 30% payment of balance Supply amount shall be made within 30 days of successful completion of installation & Configuration, Complete functional tests, trial operation, availability test and taking over of the server and associated devices and software as per BOQ by the owner and submission of 6 years on-site warranty certificate at user location and on certification of respective Engineer –in- Charge. However, in case of non-availability of site for installation, balance 30% of supply amount of the items shall be released within 30 days after receipt of site not ready (SNR) certificate from the respective site Engineer-in-charge.</p> <p>C) Balance 5 % Payment of supply amount will be released after successful completion of the warranty period and after accounting for any deductions on account of penalty if any as per CL 11.7 and 11.8 of the "SOW" document.</p>
16	CONTRACT PERFORMANCE GUARANTEE (CPG) {GPC Clause 24.0}	<p>The supplier shall submit contract performance guarantee for 5 % of the RC value (excluding taxes) which should be valid for total 90 months duration (72 months warranty plus one year RC period plus 3 months supply and installation and 3 months claim period). CPG shall be submitted centrally to Unified Treasury (BG Group) as indicated at Cl. No: 24 of GPC and no CPG is to be submitted at individual sites/regions/offices.</p> <p>In case of upward revision in the quantities as per quantity variation clause specified at Cl. No. 17.0 of SPC, the CPG amount shall be enhanced as 5 % of Amended RC value for the validity period defined above.</p>
17	Quantity Variation:	<p>The rate contract would have overall variation of + 20% over and above the quantities specified in the RC.</p> <p>However, the quantities mentioned in the BOQ for all the items are indicative and utilization through placement of multiple POs against the RC would be based on the actual requirements of sites/offices/regions/projects/JVs and there is no guarantee given by the owner for any minimum offtake of the item quantities against the RC.</p>
18	INTEGRITY PACT {ITB Clause 40.0}	<p>Applicable as per Cl. No: 40 of ITB</p> <p>The following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>"Do you Commit to all the provisions of the Integrity Pact?"</p>

19	EVALUATION CRITERIA	<p>Evaluation shall be done Package wise i.e., on the basis of total cost of all items of BOQ (incl. taxes).</p> <p>The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier.</p>	
20	BENEFITS TO MSEs	<p>MSE Purchase Preference is applicable.</p> <p>The evaluation shall be as per clause 4.0,4.1 & 4.2 of ITB.</p> <p>The bidder should be a manufacturer of offered SERVERS having valid Udyam Registration Certificate for the same for availing purchase preference in subject tender.</p> <p>Note:</p> <p>(1) 'Traders /MSEs registered for availing benefits of Primary Sector Lending (PSL) only' shall not be considered for MSE benefits.</p>	
21	PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS	<p>All four (04) BOQ items floated against subject tender are under "Exempted Category" as per Office Order vide ref. No : 11/19/2022-Th-1 Dated 28.04.2023 by Ministry of Power on Exemption/relaxation in Minimum Local Content requirements provided to NTPC for the tendered item(s).</p> <p>Hence, Class-I, Class-II & non-local bidders are eligible for participation in this tender.</p> <p>However, Class-I local suppliers shall be eligible for MII purchase preference.</p> <p>i. 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%.</p> <p>ii. The bidder is required to submit a self-certification/ declaration as per format attached at Annexure-14 of Standard formats & Check lists.</p> <p>iii. 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 in the Attachment or there is a discrepancy which can be rectified, then the bidder may be given an opportunity to resubmit the declaration / rectify the deficiency within a stipulated time, failing which the Bidder will not be considered as a local supplier (Class-I) and evaluation may be done accordingly.</p> <p>Bidder to refer Annexure-I to ITB for detailed methodology of Preference to Make In India and granting of purchase preference to local suppliers.</p>	
22	SUBMISSION OF DOCUMENTS OFFLINE	<p>No Documents except EMD to be submitted Offline (Hard Copies). All the technical and QR related documents to be submitted online on tendering portal only. Any such documents submitted in hard copy shall not be taken into evaluation and consideration.</p>	
23	CONTACT PERSONS ADDRESS	<p>Dy. General Manager (CM) / NTPC LTD., 6TH FLOOR, EOC, Plot no. A-8A, Sector 24 NOIDA(UP), India-201 301</p>	<p>Manager (CM) NTPC LTD., 6th FLOOR, EOC, Plot no. A-8A, Sector 24, NOIDA(UP), India-201 301</p>
	Telephone	0120- 4946529	0120-4946560
	E mail ID	ramgopal01@ntpc.co.in	shilpakareddy@ntpc.co.in



NTPC LIMITED
(A Government of India Enterprise)



VOLUME – I
SECTION IV

STANDARD FORMATS
& CHECK LISTS ETC.



ANNEXURES

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Annexure 20	Details of Foreign Principals of Indian Bidders (if applicable)
	Checklist

Note:

- (1) All forms/ declarations /undertakings, if applicable/required as per provisions of Bid documents may be duly filled/striking off, signed & stamped or digitally signed and submitted online along with Technical Bid.
- (2) Bidder to submit dully filled checklist along with techno-commercial bid.



BID SUBMISSION FORM
(To be Uploaded along with Technical Bid)

Ref No.

Date

To,

.....

NTPC Limited,

.....

.....

Dear Sirs,

We have read and examined the bid documents in respect of NIT no. relating to
..... Package.

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- We hereby confirm that we have read the provisions of bidding documents along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
- We understand that in case the Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

We have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of services required.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the techno-commercial bid, without any cost implication whatsoever to the Owner, failing which the Bid Security be forfeited and bid shall be rejected as Technically non-responsive.

- Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
- We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
- Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.
- We further confirm that if any deviation/variation in any form is found in our Price Bid, our Bid shall be rejected.
- Our proposal shall remain valid for acceptance for a period as mentioned in the GeM bid.



- We confirm that the prices quoted by us are firm and shall not be subject to any variation for the entire period of the contract. We confirm that the prices quoted by us in the 'Price Bid' shall also include all related expenses such as traveling expenses, administrative charges, Documentation charges, profit, overheads and all other incidental expenses of whatsoever nature that may be required to be incurred by us in connection with the Assignment and NTPC will not bear any expenditure, whatsoever, on this account.
- We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Time Schedule' and 'Terms of payment' clauses as stipulated in the bid documents.
- We hereby furnish our 'EMD' comprising the following as per prescribed format by way of BG/ DD/ Insurance Security Bond No. dated for Rs. issued by We hereby enclose the Authority to sign the bid.
- We hereby enclose the EFT form duly filled and certified by Bank along with cancelled cheque.
- We hereby enclose a duly filled Annexure-12 (QR summary sheet) along with certified and digitally signed copy of POs/Orders/Agreements & client certificates from the specified TPIA/ our statutory auditor. We understand that PO references as indicated by us in Annexure-12 (QR summary sheet) shall only be considered for QR evaluation and no change or substitution in PO reference shall be entertained.
- **@We hereby confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents and confirm our acceptance to following declaration:**

"We certify to commit to all the provisions of the Integrity Pact?"
- We hereby confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Employer's "Anti-Bribery and Anti-Corruption (ABAC) Policy".
- We hereby confirm that we have read and understood the Clause regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and EMD/bid security shall be forfeited.
- In case we come out to be successful bidder, if it is established that the we have 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.
- Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted as per provisions of the tender documents.

Yours truly,

Date

Signature.....



Place

Name

Designation

Name of Bidder

@Bidder to strike off in case Integrity Pact is Not Applicable.



**CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS
(Certificate of "NIL" Deviation)
Towards COMPLIANT BID**

{To be submitted duly signed declaration online along with Techno-commercial Bid on GEM/ through acceptance of GTE on GePNIC, as applicable}

To,

.....
.....
NTPC Limited,
.....
.....

Dear Sir,

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/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the bid shall be rejected.

Date

Name

Place

Designation

Name of Bidder



FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

{To be submitted duly signed declaration online along with Techno-commercial Bid on GEM/ through acceptance of GTE on GePNIC, as applicable}

To,

.....
.....
NTPC Limited,
.....
.....

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website www.ntpctender.com/ <https://ntpctender.ntpc.co.in/> and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

Date

Name

Place

Designation

Name of Bidder



DECLARATION ON DEBARMENT FROM BUSINESS DEALINGS

{To be submitted online along with Techno-commercial Bid on GEM/ through acceptance of GTE on GePNIC as applicable}

To,

.....
.....
NTPC Limited,
.....
.....

Dear Sir,

- 1) We have read the contents of the Debarment Policy displayed on the website www.ntpc.co.in / <https://ntpctender.ntpc.co.in/> and agreed to abide by this policy.
- a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.
- b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
- c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC’s group companies during the last five years.

2) We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security(if applicable)/Performance Bank Guarantee.

Date

Name

Place

Designation

Name of Bidder



CERTIFICATE FOR COMPLIANCE TO CLAUSE AS PER TENDER DOCUMENTS ON RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

{To be submitted duly signed declaration online along with Techno-commercial Bid on GEM/ through acceptance of GTE on GePNIC, as applicable}

To,

.....

.....

NTPC Limited,

.....

.....

Dear Sirs,

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 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.

*Further, we certify that we do not have any TOT arrangement requiring registration with the competent authority.

OR

*Further, we certify that we have valid registration with the competent authority to participate in this procurement.

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, as applicable, is enclosed as Annexure... **....**

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date

Name

Place

Designation

Name of Bidder



DETAILS OF PAN and GSTIN

To,

.....
.....
NTPC Limited,
.....
.....

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
--------------	--

Note: Copy of registration with up to amendment to be enclosed.



E.F.T.Form

(to be physically signed and stamped by authorized signatories of both bidder & Bank and to be uploaded online)

To,

.....
..... **Power Station**
NTPC Limited,
.....
.....

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE																			

3. TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. BANK PARTICULARS

A) BANK NAME

B) BANK TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

C) BRANCH ADDRESS



PIN CODE																			

D) BANK FAX NO (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THE BANK

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible

DATE

--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct.

DATE

--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

OFFICIAL STAMP

Encl: Blank Cheque



PROFORMA OF BANK GUARANTEE FOR EMD / BID SECURITY

(To be stamped in accordance with Stamp Act of India)

To,

NTPC Limited,
.....
.....
.....

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s
.....(***)..... having its Registered/Head Office at
.....hereafter 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. 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.



Annexure-7B

Form of Insurance Surety Bond towards Bid Security (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.
Date.....

To

[Employer's Name and Address]

Dear Sirs, In accordance with Invitation for Bids under your Bid Document No., M/s.....[Bidder's Name]..... having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] As an irrevocable Insurance Surety Bond against Bid Security for an amount of (*) valid for..... days 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 as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]having our Head Office at (#) guarantee and undertake to pay immediately on demand by NTPC Limited (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 and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto(@)..... If any further extension of this Insurance Surety Bond 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 Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

(Signature)

(Name)

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....



NOTE :

1. (*) The amount shall be as specified in the SPC.

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

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

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher.

The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.



Annexure-08-A

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref.No.:
@

Date:

Dear Sirs,

Subject : 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) (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 atdo hereby extend our liability under the above mentioned guarantee No. datedfor a further period of year/months from.....to expire on

Except as provided above, all other terms and conditions of 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.....

Date.....

Dated
SEAL OF BANK

Note:

1. @ In case of Bid Security, the extension of the Bank Guarantee should be forwarded to the concerned Unit/Project/Corporate Centre, from where the extension has been sought in case of Bid Security. For other BGs, extension should be forwarded to Unified Treasury, Dadri as per details enclosed with SPC.

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.



FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND

Ref. No.:

Date:

@

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. dated for[indicate value of Bank Guarantee/Insurance Surety Bond].....favouring yourselves expiring on on account of M/s..... (Name of Bidder).....in respect of Contract for..... (Insert Package name)..... (Insert Project Name) project, Contract No..... dated..... (hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/swe..... Bank branch office at and having its Head office atdo hereby extend our liability under the above mentioned guarantee No..... dated..... for a further period ofyear/months from..... to expire on.....

Except as provided above, all other terms and conditions of original Bank Guarantee/Insurance Surety Bond 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.....

Date.....

Dated

SEAL OF BANK/INSURANCE COMPANY.....

Note: 1. @ In case of Bid Security, the extension of the Bank Guarantee/Insurance Surety Bond should be forwarded to the concerned Unit/Project/Corporate Centre, from where the extension has been sought in case of Bid Security. For other Bank Guarantee/Insurance Surety Bond, extension should be forwarded to Unified Treasury, Dadri as per details enclosed with SPC.

2. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/estamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond 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.



PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....
Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name]..... with its Registered /Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No/ Purchase Order No. dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to10.....% (ten percent) of the said value of the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.



Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20..... at.....

.....
 (Signature)

 (Name)

 (Designation with Bank Stamp)
 Authorised Vide Power of
 Attorney No.....
 Date.....

NOTE :

1. (*) This sum shall be ten percent (10%) of the Contract Price.
- (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Bank Guarantee 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 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. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
5. 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 Supplier's Bank to Employer's Beneficiary Bank details of which are given in ITB must be furnished with the BG.
6. The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as Annexure-17 of "Volume-I section-III Standard Formats and Checklist" in the bidding documents.



**Form of Insurance Surety Bond towards Performance Security
(To be suitably incorporated by concerned package coordinator)
(To be stamped in accordance with Stamp Act of India)**

Insurance Surety Bond No.

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name]..... with its Registered /Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated, valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (..... percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer].....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other



matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

WITNESS : 1.

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address)

(Designation with Insurer Stamp)

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

2.

(Signature)

(Name)

(Official Address)

Notes :

1. (*) This sum shall be ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond



Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

**BANK GUARANTEE VERIFICATION CHECK LIST***(To be submitted with CPG)*

1. Bank Guarantee/Insurance Surety Bond No.....
2. Issuing Bank/Insurer.....
3. Amount of BG/Insurance Surety Bond.....
4. Nature of BG/Insurance Surety Bond & No. of Pages.....
5. Validity of BG/Insurance Surety Bond.....
6. Package Description.....
7. Party & Contracts Ref. Name, Address, Tel, Fax, e-mail,
Contract No. Package Name
8. Bank/Insurer Reference Name, Address, Tel. Fax, E-mail

Sl. No.	Details of Checks	Yes/No
1.	Is the BG/INSURANCE SURETY BOND 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/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank/Insurance Company or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3.	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
4.	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
5.	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank/Insurance Company is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurance Company as required in the prescribed proforma?	
6.	Does the Bank Guarantee/Insurance Surety Bond 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/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the	



	BG/INSURANCE SURETY BOND?	
8.	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
9.	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?	
10.	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?	

Signature of Bidder.....

Name

Designation

Seal



LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE

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.



ANNEXURE-12 QR SUMMARY SHEET	
QR (1):	
<p>The bidder should be an Original Equipment Manufacturer (OEM) of Servers or the Subsidiary/Group Company representing the principal Company of such OEM of Servers in India.</p> <p>OR</p> <p>The bidder should be an authorized Partner / Dealer / Reseller or System Integrator of the OEM of Servers or Subsidiary/Group Company representing the principal company of such OEM of Servers in India.</p>	<p>(a) Documentary proof establishing the bidder as:</p>
	<p>(i) OEM of the offered Servers or the Subsidiary/Group Company representing the principal Company of such OEM of the offered Servers in India:</p>
	<p>(ii) Authorized Partner/Dealer/ Reseller or System Integrator of the OEM of the offered Servers or Subsidiary/Group Company representing the principal company of such OEM of the offered Servers in India</p>
	<p>(b) Manufacturer Authorization Form (MAF) & valid authorization letter for aftersales service support from the authorizing OEM of the offered Servers or the Subsidiary/Group Company representing the principal Company of OEM of the offered Servers in India.</p>

Note:

- (i) The bidder should submit letter of authorization to this affect for this tender from the OEM or the Group Company/Subsidiary representing the Principal Company of such OEM of Servers in India.
- (ii) "Subsidiary" shall have the meaning ascribed as per Companies Act of India, in vogue.
- (iii) "Group Company" means two or more enterprises which, directly or indirectly, are in a position to:
 - (a) exercise twenty-six percent or more of voting rights in other enterprise; or
 - (b) appoint more than fifty percent of members of Board of Directors in the other enterprise.

ANNEXURE-12 QR SUMMARY SHEET					
QR (2):	Details of POs for seeking Qualification as per QR (a)				
The bidder should have	PO 1*	PO 2	PO 3	PO 4	PO 5



<p>executed work(s) of supply, installation and commissioning of at least forty (40) numbers of Servers cumulatively through max. 05 orders in India in preceding 07 years as on date of techno-commercial bid opening and the bidder should have also provided maintenance & support services for these servers satisfactorily for at least 1 year period as reckoned on the date of techno-commercial bid opening.</p> <p>Note: The Term “Server” shall refer to either Rack or Tower or Blade or Hyper converged infrastructure (HCI)-Nodes type server systems.</p>	Name of work		Name of work		Name of work		Name of work		Name of work	
	Client name		Client name		Client name		Client name		Client name	
	PO value		PO value		PO value		PO value		PO value	
	Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate	
	PO No & date		PO No & date		PO No & date		PO No & date		PO No & date	
	***Completion certificate details		Completion certificate details		Completion certificate details					
	****Customer / Client Email id		Customer / Client Email id		Customer / Client Email id					
	Details of Work executed as per QR		Details of Work executed as per QR		Details of Work executed as per QR					

ANNEXURE-12 QR SUMMARY SHEET

QR 3 (a):	Details of POs for seeking Qualification as per QR (a)					
<p>The bidder should have executed any one of the following work which includes supply and installation of Servers and associated systems in India in preceding 7 years as on the date of Techno-Commercial bid opening:</p>	PO 1*		PO 2		PO 3	
	Name of work		Name of work		Name of work	
	Client name		Client name		Client name	
	PO value		PO value		PO value	
	Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate	
	PO No & date		PO No & date		PO No & date	



One work of Executed Value not less than of Rs. 1404.87Lacs			
	***Completion certificate details	Completion certificate details	Completion certificate details
	****Customer / Client Email id	Customer / Client Email id	Customer / Client Email id
	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR

QR 3(b)	Details of POs for seeking Qualification as per QR (b)											
<p>The bidder should have executed any one of the following work which includes supply and installation of Servers and associated systems in India in preceding 7 years as on the date of Techno-Commercial bid opening:</p> <p>Two works of Executed Value not less than of Rs. 878.04Lacs- each</p>	PO 1*		PO 2		PO 3		PO 4		PO 5		PO 6	
	Name of work		Name of work		Name of work		Name of work		Name of work		Name of work	
	Client name		Client name		Client name		Client name		Client name		Client name	
	PO value		PO value		PO value		PO value		PO value		PO value	
	Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate		Executed Value as per client certificate	
	PO No & date		PO No & date		PO No & date		PO No & date		PO No & date		PO No & date	
	***Completion certificate details		Completion certificate details		Completion certificate details		Completion certificate details		Completion certificate details		Completion certificate details	



	****Customer / Client Email id	Customer / Client Email id	Customer / Client Email id	****Customer / Client Email id	Customer / Client Email id	Customer / Client Email id
	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR

QR 3 (c):	Details of POs for seeking Qualification as per QR(c)																	
The bidder should have executed any one of the following work which includes supply and installation of Servers and associated systems in India in preceding 7 years as on the date of Techno-Commercial bid opening: Three	PO 1*	PO 2		PO 3		PO 4		PO 5		PO 6		PO 7		PO 8		PO 9		
	Name of work		Name of work		Name of work		Name of work		Name of work		Name of work		Name of work		Name of work		Name of work	
	Client Name		Client Name		Client Name		Client Name		Client Name		Client Name		Client Name		Client Name		Client Name	
	PO value		PO value		PO value		PO value		PO value		PO value		PO value		PO value		PO value	
	Exe. Value as per client certificate		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi		Exe. Value as per client certi	
	PO No & date		PO No & date		PO No & date		PO No & date		PO No & date		PO No & date		PO No & date		PO No & date		PO No & date	
	***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details		***Completion certificate details	
	****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id		****Customer / Client Email id	



works of Executed Value not less than of Rs 702.44 Lacs each	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR	Details of Work executed as per QR
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Note:

3.1 The work “executed” mentioned above means the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed / closed. However, the work executed must include supply and installation of Servers & associated systems as referred above.

3.2 In case of orders under execution, the scope and value of total work executed till the date of opening of Techno-Commercial bid opening shall be considered subject to submission of certificate from Client/ End user duly certifying the value and scope of work executed in such Contract/ PO /Work.

However, the executed work must include Supply and installation of Servers & associated systems as referred above.

3.3 (a)The Term “Server” shall refer to either Rack or Tower or Blade or Hyper converged infrastructure (HCI)- Nodes type server systems.

(b)The term associated systems shall refer to any of the devices/ software like: Network switches, Routers, Backup systems, Tape drive/s, SAN/NAS storage and any other storage medium (like Hard disks, tape drives), server Operating systems, other application software, Network cabling for the servers, Interfacing cards for the servers, Racks for the servers, KVM (Keyboard, video (monitor) and mouse switch) and UPS.

3.4 The above value of completed Similar Work(s) is exclusive of applicable tax/GST.

3.5 For order in foreign currency, the exchange rate as on 07 days prior to the date of techno-commercial bid opening shall be used.



Financial Criteria	
The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of techno- commercial bid opening should not be less than Rs 1756.09 Lacs.	ANNUAL TURNOVER (Rs)
	ATO 2020-21
	ATO 2021-22
	ATO 2022-23
	AVERAGE ATO
The Net Worth of the Bidder should not be less than 100% of the Bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net Worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Company wherever applicable, the Net Worth of the Bidder and its Subsidiary(ies) and/or Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However, individually, their Net Worth should not be less than 75% of their respective paid-up share capitals. Net worth in combined manner shall be calculated as follows: Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$ where X1,X2,X3 are individual Net Worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals.	



In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the un-audited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:

- (a) Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- (b) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.

In cases where audited results for the last preceding financial year as on the date of opening of Techno-commercial bid are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

In case a Bidder does not satisfy the financial criteria stipulated in Clause 4.1 above on its own, Its Holding Company would require to meet the stipulated turnover requirements at Clause 4.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding company. In such an event, the Bidder should be required to furnish along with its Techno-Commercial bid, a letter of undertaking from its Holding Company, supported by Board Resolution of the Holding Company, as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

Notes for Clause 4.0:

- (i) While computing the annual turnover other Income shall not be considered.
- (ii) "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
- (iii) Net worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (iv) For annual turnover indicated in foreign currency, the exchange rate as on 7 days prior to the date of techno-commercial bid opening shall be used.

Notes	
1	* PO Details = PO reference number along with customer name, date and value
2	*** Completion certificate details = Reference number and date of Completion certificate
3	****Customer / Client email id: Email id of concerned person of customer company of which PO is submitted for confirming the authenticity of the PO. Bidder should mention email id with company domain name only and not with general ids like gmail, yahoo etc.



4	If the Bidder wants to meet the QR through QR 3(a) route, i.e One work of value not less than 687.05 lakhs Bidder shall enter the PO and corresponding details in QR 3 (a) para.
5	If the Bidder wants to meet the QR through QR 3(b) route, i.e Two works each of value not less than 429.41 lakhs, Bidder shall enter the POs and corresponding details in QR 3 (b) para.
6	If the vendor wants to meet the QR through QR 3(c) route, i.e Three works each of value not less than 343.52 lakhs Bidder shall enter the POs and corresponding details in QR 3(c) para.
7	Data/details are to be filled in only YELLOW coloured cells.
8	<p>Bidders are required to submit the details of the past experiences. Bidder shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements. Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix 1 to Annexure-15 (Undertaking from Statutory Auditor) and/ or Appendix 2 to Annexure-15 (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA. For more details refer clause 26 of ITB.</p>



Proforma of Certificate from the CEO/CFO of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref :

Date :

To

**NTPC Limited,
6th Floor, Engg. Office Complex
Plot A- 8A, Sector -24, Noida –201301**

Dear Sir,

- 1.0 I, Mr./Ms.>(*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the(Name of the package) under NIT reference No. Dated

Yours faithfully,

Signature

Name & Designation

Name of the Company

(Seal of Company).....

Note : *Strike off whichever is not applicable.



ANNEXURE-12-B

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN ACCORDANCE (To be submitted by Bidder along with the Bid)

To,
AGM(Corp. Matls) NTPC Limited
EOC, Plot A-8A, Sec-24, NOIDA - 201 301

Ref:Tender No.: dated for “.....” Package

Dear Sir,

1.0 I, Mr..... (CEO/CFO of the holding company)*, declare that M/s (Name of the Holding Company) is the Holding Company of M/s (Name of the Bidder).

2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no dated have been considered for the purposes of the finalization of Consolidated financial statements of the Holding Company as part of the Annual Reports.

3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and/or Annual Report of the Holding Company.

Yours faithfully, (Signature)

Date: Name & Designation.....

Place: Name of the Holding Company.....

Seal of the Holding Company.....

* Strike Off whichever is not applicable



ANNEXURE-12-C

PROFORMA OF LETTER OF UNDERTAKING (TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE) [To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Requirement as per SPC)

To,
AGM(Corp. Matls) NTPC Limited
EOC, Plot A_8A, Sec-24, NOIDA - 201
301

Ref: Tender No. : dated for “.....” Package

Dear Sir,

1.0 We, M/s declare that we are the holding company of M/s (Name of the Bidder) and have controlling interest therein.

M/s (Name of the Bidder) proposes to submit the bid for the package..... (Name of the package) for (Name of the Project) under bid reference no dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause No. of SPC.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process.

We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

3.0 This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully,

(Signature of Authorized Signatory on behalf of the Holding Company)

Date: Name & Designation.....
Place: Name of the Holding Company.....
Seal of the Holding Company.....

WITNESS:
1.
2.



Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Item wise evaluation is applicable

M/s (Name & address of the employer)

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 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,

(Authorised Signatory)

Name & address of the bidder

.....

Date:

*** Strike out which is not applicable**



ANNEXURE-13B

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Package wise evaluation is applicable

M/s (Name & address of the employer)

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.**



Declaration on Local Content
(To be attached with Techno-Commercial Bid)

[Applicable for Tenders having Package Wise Evaluation, where only Class-I Local Suppliers are eligible to bid]

Dear Sirs,

We have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to local suppliers" as mentioned in clause 4.2 of ITB. In terms of the requirement of the aforesaid provisions, we hereby declare the following:-

(i) We confirm that we fulfill the requirements of Local content for Class-I local supplier.

The details of the location(s) at which the local value addition are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

(ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in SOW/ Technical Specifications/SPC, as applicable. We further confirm that in case such item(s) are bought out for us, we shall source the same from Class-I local supplier only.

#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.

[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

##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)."

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

-Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.-

Yours truly,

Date.....

Signature

Place

Name & Designation

Name of the Company

(Seal of Company).....



Declaration on Local Content
(To be attached with Techno-Commercial Bid)

[APPLICABLE FOR TENDERS HAVING **ITEM WISE EVALUATION**, WHERE **ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE TO BID**]

..... PACKAGE

FOR..... PROJECT

BIDDING DOCUMENT NO.

Dear Sirs,

~~1.0~~ We have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers" as mentioned in ~~clause 4.2~~ of ITB. In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of BOQ	Description of Goods & Services	Details of the location(s) at which the local value addition is made

~~1.1~~ 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.##



~~## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.~~

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

Yours truly,

Date..... Signature

Place..... Name & Designation

Name of the Company

(Seal of Company).....

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) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.~~



**Declaration on Local Content
(To be attached with Techno-Commercial Bid)**

[APPLICABLE FOR TENDERS HAVING ITEM WISE EVALUATION, WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID]

..... PACKAGE

FOR..... PROJECT

BIDDING DOCUMENT NO.

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" as mentioned in clause 4.2 of ITB. 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' 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
		*YES/*NO	
		*YES/*NO	
		*YES/*NO	

*1.0 In order to be **Eligible for Participation**, we confirm that we are a 'Class-II local supplier' for Item(s) as per details given below:

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



		*YES/*NO	
		*YES/*NO	

~~*Bidder to Strike off, whichever is not applicable.~~

~~1.1 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.##~~

~~## This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 40 Crores.~~

~~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' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).~~

~~3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.~~

Yours truly,

Date..... Signature

Place Name & Designation
Name of the Company

(Seal of Company).....

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) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.



**Declaration on Local Content
(To be attached with Techno-Commercial Bid)**

**[APPLICABLE FOR ~~TENDERS HAVING PACKAGE WISE EVALUATION~~, WHERE ONLY
CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID]**

..... PACKAGE

FOR..... PROJECT

BIDDING DOCUMENT NO.

Dear Sirs,

~~*(i) We confirm that we fulfill the requirements of Local content for Class-I local supplier.~~

OR

~~*(i) We confirm that we fulfill the requirements of Local content for Class-II local supplier.~~

~~The details of the location(s) at which the local value addition is made are as under:~~

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

~~(ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in SOW/ Technical Specifications/SPC, as applicable. We further confirm that in case such item(s) are bought out for us, we shall source the same from Class-I local supplier only.~~



~~#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.~~

~~##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 of Industrial Policy and Promotion (DIPP)."~~

~~*Bidder to strike-off whichever is not applicable.~~

~~#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]~~

~~##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.~~

~~Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.~~

Yours truly,

Date.....

Signature

Place

Name & Designation

Name of the Company

(Seal of Company).....



**Declaration on Local Content
(To be attached with Techno-Commercial Bid)**

[APPLICABLE FOR TENDERS HAVING PACKAGE WISE EVALUATION, WHERE BOTH LOCAL (CLASS-I & CLASS-II) AND NON-LOCAL SUPPLIERS ARE ELIGIBLE TO BID]

..... PACKAGE

FOR..... PROJECT

BIDDING DOCUMENT NO.

Dear Sirs,

*1.0 In order to avail purchase preference, we confirm that we are a ‘**Class-I local supplier**’ as per details given below:

OR

*(i) We confirm that we fulfill the requirements of Local content for Class-II local supplier.

The details of the location(s) at which the local value addition is made are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

OR

*1.0 We confirm that we are **not** a ‘**Class-I local supplier**’.

***Bidder to Strike off, whichever is not applicable.**

1.1 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.

1.2 #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.

#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

1.3 We confirm that we are a Class-I local supplier for Item(s) mentioned in SOW/ Technical Specifications/SPC, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

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

Yours truly,

Date.....

Signature

Place

Name & Designation

Name of the Company

(Seal of Company).....

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) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.



**Declaration on Local Content
(To be attached with Techno-Commercial Bid)**

[APPLICABLE FOR TENDERS HAVING ITEM WISE EVALUATION, WHERE BOTH LOCAL (CLASS-I & CLASS-II) AND NON-LOCAL SUPPLIERS ARE ELIGIBLE TO BID]

..... PACKAGE

FOR..... PROJECT

BIDDING DOCUMENT NO.

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" as mentioned in clause 4.2 of ITB. 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' 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
		*YES/*NO	
		*YES/*NO	
		*YES/*NO	

***Bidder to Strike off, whichever is not applicable.**

~~##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.~~

~~##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 of Industrial Policy and Promotion (DIPP).”

~~*Bidder to strike off whichever is not applicable.~~

~~#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]~~

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

Yours truly,

Date..... Signature

Place Name & Designation
Name of the Company

(Seal of Company).....

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) In case a Bidder has been banned/debarred by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.~~



Annexure- 15

(Attachment seeking Bidder's Technical Qualification Detail)

*I/ *We M/s (Name of bidder), hereby confirm that *I/ *we have received Employer's letter no. dated communicating that we are not required to submit the details/ documents pertaining to reference works/ plants/ past experiences, in case we seek qualification under *clause/ *route no.... of Qualifying Requirements *with the support of M/s (Name of associate/ collaborator, as applicable).... as Associate/ Collaborator *or along with M/s (Name of JV/ Consortium partner(s)) as JV/ Consortium partner(s).

We hereby confirm that *I/ *We are seeking qualification under same *clause/ *route no. of Qualifying Requirements *along with the support of M/s (Name of associate/ collaborator, as applicable) *or along with M/s(Name of JV/ Consortium partner(s))Accordingly, we are not submitting the details/ documents pertaining to reference plants /works / past experiences to meet the criteria under clause/ route no. ... of Qualifying Requirements for us as well as for our Associate/ Collaborator/JV Partner/Consortium Partner.

Sign of Bidder

Name & Designation

Name of the Company

(Seal of Company).....



Appendix-1 to Annexure-15

Undertaking from Independent Statutory Auditor
(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No: DATE:

To,
NTPC Ltd.

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.
Name of the Package/ Tender:

Dear Sir,
M/s. (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of NTPC Ltd.
We, M/s has been appointed as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment attached).

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.
In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

Table with 5 columns: Sl. No., Reference Work details (name), WO/PO/LOA/Contract (Ref. No. & date), Client certificate (Ref. No. & date), Any Additional document BOQ/Extn./Amdt./SOW etc. (Ref. No. & date)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s..... (bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,

* Strike off, whichever is not applicable.



Appendix-2 to Annexure-15

Undertaking from Third Party Inspection Agency (on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____

Date: To, NTPC Ltd.

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no. Name of the Package/ Tender: M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTPC Ltd. The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents. In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

Table with 6 columns: Sl. No., Reference details (name), Work, WO/PO/LOA/Contract (Ref. No. & date), Client certificate (Ref. No. & date), Any Additional document BOQ/Extn./Amdt./SOW etc. (Ref. No. & date)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity. We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,



Annexure-16

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

From: xxxbank@xx.in

To: xxx@ntpc.co.in

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

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

This SFMS is sent on (date).

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

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

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

(Name of Bank Official)
Authority No.



(BG forwarding letter from Bank to Unified Treasury in Bank's letterhead)

To
Unified Treasury (BG Group)
Administrative Building, NCPS, Dadri
NTPC Limited,
PO. Vidyut Nagar
Distt: Gautam Budh Nagar,
Uttar Pradesh- 201008.

Sub: Submission of Bank Guarantee

Bank Guarantee No.	
Date of Issue	dd. mm. yyyy
Guarantee Amount	Currency Amount
Date of Expiry of BG	dd. mm. yyyy
Last date of lodgment of claim	dd. mm. yyyy
Name, Address and IFSC code of BG issuing Bank	Name: Address: IFSC code:
Contract/Letter of Award/PO No.	
Name & Address of the Applicant / Contractor	Name: Address:

We confirm that SFMS has been sent to your beneficiary bank as below:

ICICI Bank Limited, Connaught Place Branch,
9A, Phelps Building, Inner Circle, New Delhi - 110001
IFSC Code: ICIC0000007

We also confirm the genuineness of the signatures appearing on the said guarantee/extension and further also confirm that the same has been signed by the competent authority of the bank.

Signature with Seal



Declaration Of Absence of Conflict of Interest with Conciliation Committees Of Independent Experts (CCIE)

To :
[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No..... dated.....
- 2.0** As per the provisions of the contract, we hereby propose the following CCIEs, in priority order, as per the list enclosed in the Special Purchase Conditions, as amended from time to time by Ministry of Power, for finalization of CCIE by CEA:
- 1.....
 - 2.....
 - 3.....
- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last five years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the conciliation proceedings by CCIE, the same will be duly reported to you.
- 5.0** We understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date :

Place :

Signature

Printed Name

(Designation)

.....

(Common Seal)



**UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST WITH
EMPLOYER/CONTRACTOR**

To :
[Employer's Name and Address]

Dear Sirs,

- 1.0 I,*.....(Name of the selected CCIE member), understand that conflict of interest refers to situations in which financial or other personal considerations may compromise my recommendations in relating to resolution of disputes between NTPC Limited and M/s*.....(Name of the Contractor).
- 2.0 I confirm that I do not have any conflict of interest with NTPC Limited and M/s*.....(Name of the Contractor) and I have not been engaged for providing any services to them in the last five years.
- 3.0 I confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during my tenure as CCIE member, the same will be duly reported to NTPC/CEA/Ministry of Power.
- 4.0 I understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with me is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power.

Date :

Place :

Signature

Name

*to be filled by DRC.

Details of Foreign Principals of Indian Bidders

We here by declare the details of our foreign principals as below:

(The name and address of foreign principals or associates)

(CHECKLIST FOR TECHNO-COMMERCIAL BID)

Bidder's Name and Address:

To
Corporate Materials, EOC
NTPC Ltd.,
Noida - 201301

Dear Sirs,

Check List of documents to be submitted for Envelop-I (Techno-Commercial) Bid*.

Sl. No.	Index	Enclosed (Yes/No)
Bid Form	Bid Submission form	
EMD@	EMD/Bid Security or Udyam certificate for MSE EMD Exemption	
Annexure 01	Certificate of Compliant Bid	
Annexure 02	Form of Acceptance of Fraud Prevention Policy	
Annexure 03	Declaration on Policy for Debarment from Business Dealings	
Annexure 04	Certificate for Compliance to 'Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India'	
Annexure 05	Details of PAN number, TIN, Sales and Service Tax number etc.	
Annexure 06	EFT Form	
Annexure 07 (A/B)	Proforma For Earnest Money Deposit/ Bid Security	
Annexure 08 (A/B)	Form of Extension of Bank Guarantee	
Annexure 10	Bank Guarantee Verification Check List	
Annexure 12@@	Summary of Details & Documents in Support of QR	
Annexure 12A	Proforma of Certificate from the CEO/CFO (if applicable)	
Annexure 12B	Proforma of certificate from the CEO/CFO of the holding company (if applicable)	
Annexure 12C	Proforma of letter of undertaking [To be executed by the Holding Company Supported by Board Resolution] (if applicable)	
Annexure 13A	Format for Undertaking to be given by the MSE Bidder for availing benefits/ exemptions for cases where Item wise evaluation is applicable (if applicable)	
Annexure 13B	Format for Undertaking to be given by the MSE Bidder for availing benefits/ exemptions for cases where Package wise evaluation is applicable (if applicable)	
Annexure 14	Declaration of local content (To be chosen package specific) – Bidder shall submit Annexure-14E	
Annexure 15	Attachment seeking Bidder's Technical Qualification Detail	
Annexure 16	Format of Undertaking (To be sent by Issuing Bank through official email-ID)	
Annexure 20	Details of Foreign Principals of Indian Bidders (if applicable)	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

@ Bidder to ensure that valid EMD /EMD exemption documents have been attached and in case of physical BG/DD/Insurance Surety Bond, original EMD has been delivered to NTPC on address specified in SPC. No other EMD exemption as per GeM GTC except the exemption available to eligible MSEs shall be applicable for this tender. Bids of bidders claiming any other EMD exemption (as per GeM GTC) shall be rejected being non-responsive.

@@ Bidders to mandatorily submit dully filled Annexure-12 (QR Summary sheet). References as submitted in Annexure-12 (QR Summary Sheet) shall be considered for substantiation of specified technical QR. No substitution of reference works shall be permitted.

NTPC LIMITED
(A Government of India Enterprise)



VOLUME – I
SECTION II

GENERAL PURCHASE CONDITIONS

Sl. no	Index
1.	Definitions & Terminology
2.	Contract Documents
3.	Order of the precedence of the Documents
4.	Language
5.	Singular and Plural
6.	Headings
7.	Incoterms
8.	Construction Of Contract
9.	Amendment
10.	Severability
11.	Non-Waiver
12.	Notices
13.	Governing Laws
14.	Settlement of Disputes
15.	Scope
16.	Deleted
17.	Deleted
18.	Deleted
19.	Delivery schedule
20.	Contract price
21.	Payment terms
22.	Procedure of payment
23.	Tax deduction at source
24.	Contract performance Guarantee (CPG)/PBG
25.	Deleted
26.	Entry tax
27.	Road permit

28.	Authorised representative
29.	Packing
30.	Warranty
31.	Patents
32.	Indemnification
33.	Inspection and tests
34.	Removal of rejected goods and replacement
35.	Liquidated damages
36.	Amendment/ modification of contract
37.	Deleted
38.	Change in laws and regulations
39.	No breach of contract
40.	Obligations of the Supplier/ Contractor
41.	Force majeure
42.	Termination
43.	Risk purchase
44.	Limitation of Liability
45.	Fraud Prevention Policy
46.	Integrity Pact
47.	No Claim for interest or damage
48.	Procedure for Contract Closing
49.	Debarment
50.	Carriage by Road Rules 2011
51.	Compliance with Regulations
52.	Rules For Labour Welfare
53.	Anti-Bribery and Anti-Corruption (ABAC) Policy



The Special Purchase Conditions (SPC) will supersede any related conditions anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

1.0	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Contract” means the Purchase Order/Service Order/GeM Contract signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.</p> <p>“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>“GPC” means the General Purchase Conditions.</p> <p>“SPC” means the Special Purchase Conditions.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Employer” means NTPC Ltd., New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Employer.</p> <p>“Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.</p> <p>“Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>“Government” means the Government of the Employer’s country ie INDIA.</p> <p>“Local Currency” means the currency of the Government of India.</p> <p>“Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and</p> <p>Law Governing the Contract: The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding</p>
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		<p>Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p> <p>“Consignee” means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.</p> <p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
2.0	Contract Documents	<p>The Employer shall send to the successful Bidder the Purchase Order/Service Order/GeM Contract. The Purchase Order/Service Order/GeM Contract will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order/GeM Contract. The successful bidder shall have to sign and return the Purchase Order/Service Order/GeM Contract as a token of acceptance. In case of GeM contracts, the successful bidder has to accept the order on GeM portal. Successful bidder on whom Purchase Order/Service Order/GeM Contract is placed shall hereinafter be called Supplier/contractor.</p>
3.0	Order of the precedence of the Documents	<p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Purchase Order/Service Order/GeM Contract along with its annexures. Amendment to Bidding Documents Special Purchase Conditions Technical Specifications & Scope of Work & Field Quality Assurance plan General Purchase Conditions The Bid and BOQ submitted by the Contractor/Supplier/Successful Bidder Instructions to bidders GeM GTC (applicable for tenders invited through GeM) <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p>
4.0	Language	<p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.</p>
5.0	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>

6.0	Headings	The headings and marginal notes in the General Purchase Conditions are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
7.0	Incoterms	Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
8.0	Construction Of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Contractor/Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Contractor/Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
9.0	Amendment	No amendment or other variation of the Contract (Purchase Order/Service Purchase/GeM Contract) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order/Service Order/GeM Contract and is signed by a duly authorized representative of Employer and accepted by the Contractor/Supplier.
10.0	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
11.0	Non-Waiver	<p>(i) Subject to GPC clause 11.0 (ii), no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(ii) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
12.0	Notices	<p>Unless otherwise stated in the Purchase Order/Service Order/ GeM Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract.</p> <p>In case of Purchase Orders, all notices to be given under the Contract shall be addressed to Signatory of the Purchase Order and in case of Service Orders/ GeM Contract, all notices to be given under the Contract shall be addressed to Engineer-in-charge.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other</p>

		party in writing.
13.0	Governing Laws	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p>
14.0	Settlement of Disputes	
14.1	<p>Mutual Consultation</p> <p>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.</p> <p>Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings-</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the mutual consultation proceedings;</p> <p>c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.</p>	
14.2	<p>Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)</p> <p>:</p> <p>If the parties fail to resolve a dispute or difference by mutual consultation within a period specified at Cl. 14.1 above, the dispute, if the parties agree, may be referred to the Panel of IEMs for Mediation. The Mediation proceedings shall be completed in a time bound manner, in not more than 45 days from the date of reference to IEMs for Mediation. The IEMs may conduct the Mediation proceedings in the manner, they consider appropriate. In case of 3-member Panel of</p>	

	<p>IEMs, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, IEMs recommendations will be signed by all the members.</p> <p>The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.</p> <p>The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of Employer's Organization. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties.</p> <p>If decision of IEMs is acceptable to both the parties, a Settlement Agreement will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the IEMs.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Conciliation or Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mediation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Mediation proceedings;</p> <p>c) proposals made by the Mediator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.</p>
<p>14.3</p>	<p>Resolution of Dispute through Conciliation:</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period as specified at Cl. 14.1 and 14.2 above, the dispute if the parties agree, may be referred to Conciliation.</p> <p>(i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer.</p> <p>(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).</p> <p>If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</p> <p>The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996. In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p>
<p>14.3.1</p>	<p>Resolution of Dispute through Expert Settlement Council (ESC), constituted by EMPLOYER {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) up to Rs. 25</p>

	Crore excl. interest):	
	If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 14.1 and 14.2 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is up to Rs.25crore (excl. interest).	
14.3.1.1	Invitation for Conciliation through ESC:	(i) A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 14.1 and 14.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
		(ii) Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC. There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.
		(iii) If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.
14.3.1.2	Conciliation through ESC:	(i) Where Invitation for Conciliation has been furnished under GCC sub clause 14.3.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.
		(ii) ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore. CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.
		(iii) The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.
14.3.1.3	Proceedings before ESC	(i) The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter

		<p>claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.</p> <p>Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.</p>																
		<p>(ii) The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> Chronology of the dispute Brief of the contract Brief history of the dispute Issues <table border="1" data-bbox="683 653 1403 842"> <thead> <tr> <th>Sl. No.</th> <th>Description of Claims/ Counter claims</th> <th>Amount (in foreign currency/INR)</th> <th>Relevant Contract Clause</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <ol style="list-style-type: none"> Details of Claim(s)/Counter Claim(s) Basis/Ground of claim(s)/counter claim(s) along with relevant clause of contract. <p>Note: Statement of claims shall be restricted to maximum limit of 20 pages.</p>	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
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		<p>(iii) In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p> <p>If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.</p>																
		<p>(iv) The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.</p>																
		<p>(v) ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend</p>																

		<p>the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.</p> <p>(vi) Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.</p>																														
<p>14.3.1.4</p>	<p>Fees & Facilities to the Members of the ESC</p>	<p>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc. shall be as provided herein below:</p> <table border="1" data-bbox="607 625 1477 1808"> <thead> <tr> <th>SI</th> <th>Fees/ Facility</th> <th>Entitlement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fees</td> <td>Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.</td> </tr> <tr> <td>2</td> <td>Secretarial expenses</td> <td>Rs. 10,000 lump sum (to 1 member only).</td> </tr> <tr> <td>3</td> <td>Transportation in the city of the meeting</td> <td>Car as per entitlement or Rs. 2,000 per day</td> </tr> <tr> <td>4</td> <td>Venue for meeting</td> <td>NTPC conference rooms</td> </tr> <tr> <td colspan="3">Facilities to be provided to the out -stationed member</td> </tr> <tr> <td>5</td> <td>Travel from the city of residence to the city of meeting</td> <td>As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.</td> </tr> <tr> <td>6</td> <td>Transport to and fro airport/railway station in the city of residence</td> <td>Car as per entitlement or Rs. 3,000</td> </tr> <tr> <td>7</td> <td>Stay for out stationed members</td> <td>As per entitlement of Independent Directors.</td> </tr> <tr> <td>8</td> <td>Transport in the city of meeting</td> <td>Car as per entitlement or Rs. 2000 per day</td> </tr> </tbody> </table> <p>The aforesaid fees are subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the</p>	SI	Fees/ Facility	Entitlement	1	Fees	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).	3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	4	Venue for meeting	NTPC conference rooms	Facilities to be provided to the out -stationed member			5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	6	Transport to and fro airport/railway station in the city of residence	Car as per entitlement or Rs. 3,000	7	Stay for out stationed members	As per entitlement of Independent Directors.	8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
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		expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.
14.3.1.5	<p>If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.</p> <p>Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</p>	
14.3.1.6	<p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator</p>	
14.3.2	<p>Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 14.1 & 14.2 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p>	
14.3.2.1	<p>Invitation for Conciliation through CCIE:</p> <p>(i) A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 14.1 & 14.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</p> <p>(ii) If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it</p>	

	shall treat this as a rejection of the invitation to conciliate from the other party.
14.3.2.2	<p>Conciliation Committee of Independent Experts:</p> <p>(i) Where Invitation for Conciliation has been consented to under GCC sub clause 14.3.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days. Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in OM F. No. 11/22/2021-Th.II dated 22.03.2022 issued by of MoP.</p> <p>(ii) The Contractor may select three CCIEs, in priority order, from the list of CCIEs as mentioned in above OM, for finalization by Central Electricity Authority (CEA).</p> <p>There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment as per Annexure-19 of Standard Forms & Formats. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest as per Annexure-18 of Standard Forms & Formats.</p>
14.3.2.3	<p>Proceedings before CCIE:</p> <p>The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.</p> <p>The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.</p> <p>The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.</p> <p>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.</p> <p>The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.</p> <p>The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.</p>

<p>14.3.2.4</p>	<p>Fees & Facilities to the Members of the CCIE:</p> <p>Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding.</p> <p>In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</p> <p>All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.</p>
<p>14.3.2.5</p>	<p>The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.</p> <p>The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p>In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</p> <p>After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</p>
<p>14.3.2.6</p>	<p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</p>

14.4	Arbitration
14.4.1	<p>If the process of mutual consultation and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GPC Sub Clauses 14.1, 14.2, 14.3 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.</p> <p>If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</p> <p>In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.</p> <p>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.</p> <p>In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.</p>
14.4.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 6.3.1, shall be finally settled by arbitration.
14.4.3	<p>It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.</p> <p>Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:</p> <p>a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.</p> <p>b) EMPLOYER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Contractor for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER.</p>

c) CMD/ Chairman of Employer shall appoint the sole arbitrator from among the two names short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by EMPLOYER.

In case, the contractor fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Employer or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER, CMD/ Chairman of Employer shall appoint the sole arbitrator from among the four names sent to the contractor earlier.

d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.

e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.

f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:

(i) 40% of the fees if the Pleadings are complete.

(ii) 60% of the fees if the Hearing has commenced.

(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.

g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:

(i) 40 % of the fees on Completion of Pleadings.

(ii) 40% of the fees on Conclusion of the Final Hearing.

(iii) 20% at the time when arbitrator notifies the date of final award.

h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.

i) The Arbitration shall be held at Delhi only.

j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.

k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

14.4.4	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time. The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation as brought out at GPC Sub Clause 14.1 and 14.2 above.</p>	
14.5	<p>Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p>(b) the Employer shall pay the Contractor any monies due to the Contractor.</p> <p>Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p>	
15.0	Scope	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Contractor/Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.</p> <p>b. The Contractor/Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>c. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
16.0	Deleted.	
17.0	Deleted.	
18.0	Deleted.	
19.0	Delivery schedule	<p>The delivery Period shall commence from date of the Purchase Order/Service Order/ GeM Contract unless stated otherwise in the SPC.</p> <p>The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per SPC.</p>
20.0	Contract price	<p>The Contract Price shall be as specified in the Purchase Order / Service Order/ GeM Contract.</p>

<p>21.0</p>	<p>Payment terms</p>	<p>Payment will be made to the account of the Contractor/Supplier as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the Contractor/Supplier has submitted an invoice to the Employer specifying the amount due.</p> <p>Payment shall be released within thirty (30) days of receipt of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA, subject to acceptance of the materials.</p> <p>In cases of any discrepancy observed by the Employer in Contractor/Supplier's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor/Supplier's bill/invoice/debit note by the Employer. The Contractor/Supplier shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor/Supplier on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor/Supplier, the Contractor/Supplier shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor/Supplier. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor/Supplier within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor/Supplier is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor/Supplier.</p> <p>Further, in case of rejection of part material against a particular P.O., the Payment against part accepted material shall be processed as per payment procedure and Contractor/Supplier shall be intimated regarding reasons and details of rejected material. Credit notes (as defined in GST act) as applicable for such part may be issued based on original invoice already issued. The original invoice value will get reduced to the extent of such credit notes. The bill for the replaced material shall be separately submitted for future consideration of the Employer. In the event of dispute, the same shall be dealt as per contract provisions of dispute resolution.</p> <p>The Employer has established a Vendor Bill tracking System where vendor can submit their bill/invoice and track its status.</p> <p>Our Standard Payment terms are as under:</p> <p>For Supplies: The payment would be made within 30 days of receipt and acceptance of materials.</p> <p>For AMC/CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by NTPC at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period</p>
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21.1	Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs)	<p>“Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers.</p> <p>The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.</p> <p>Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism. For queries/ details, the vendor may directly contact M1xchange or RXIL at:-</p> <p>(i) M1XCHANGE:- URL: https://m1xchange.com Toll free No.: 1800-103-7261</p> <p>(ii) RXIL:- URL: https://www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311”</p> <p>The aforesaid provision may not be applicable for payments envisaged through “Letter of Credit (LC)” or “Escrow Account” or “A separate account with a Scheduled Bank at Site”.</p>
22.0	Procedure of payment	<p>The Application for Payment along with all the supporting documents shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed with Class-2/3 digital Signature and must be uploaded in the Employer’s Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.</p>
23.0	Tax deduction at source	<p>Tax deduction at source shall be governed as per prevailing rules.</p>
24.0	Contract performance Guarantee (CPG)/PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Service Order/ GeM Contract from the Employer, the Contractor/Supplier/Successful Bidder shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> • A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender or as per SPC) • An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. • An Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). <p>c. Failure of the Contractor/Supplier/Successful Bidder to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the</p>

		<p>Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The Contractor/Supplier/Successful Bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> <p>e. FOR AMC / CMS PERIOD</p> <p>The Contractor/Supplier/Successful Bidder shall be required to furnish a CPG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 months beyond the Annual Maintenance /Comprehensive Maintenance Services Contract period.</p> <p>This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. CPG, Warranty, Guarantee clause as specified in the SPC shall prevail. 2. All BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank/Insurance company directly through post/ courier, by Unified Treasury, Dadri at below mentioned address: Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008 <p>A BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India need to be submitted by the Contractor/Supplier/Successful Bidder directly to the employer as defined in ITB. The BG/ Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG/ Insurance Surety Bond is to be submitted.</p> <p>The BG/ Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>iii) A soft copy of the BG/ Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/ Insurance company.</p> <p>iv) While issuing the physical BGs, the Contractor/Supplier/Successful</p>
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25.0		DELETED
26.0	Entry tax	Subsumed in GST.
27.0	Road permit	Contractor/Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Contractor/Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
28.0	Authorized representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Contractor/Supplier may be taken or executed by the officials authorized for the purpose.
29.0	Packing	<p>The Contractor/Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Contractor/Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Service Order/ GeM Contract no. and date. Each package must contain packing slip and literature, if any.</p>
30.0	Warranty	<p>The provision of Warranty shall be as per SPC /Technical Specification.</p> <p>Our general terms are:</p> <p>a) The Contractor/Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Contractor/Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Contractor/Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor/Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor/Supplier under the Contract.</p>
31.0	Patents	All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the

		<p>Contractor/Supplier. The Contractor/Supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Contractor/Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Contractor/Supplier shall promptly notify the Employer in writing if the Contractor/Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Contractor/Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p>
32.0	Indemnification	<p>The Contractor/Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Contractor/Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Contractor/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Employer will give notice to the Contractor/Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Contractor/Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p>
33.0	Inspection and tests	<p>All materials shall be inspected as per provisions of SPC / Technical Specification. The Contractor/Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the Contractor/Supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the Contractor/Supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>
34.0	Removal of rejected goods and replacement	<p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the</p>

		<p>Contractor/Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The Contractor/Supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the Contractor/Supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Contractor/Supplier.</p>
35.0	Liquidated damages	The timely delivery of the material is the essence of the contract. In the event of Contractor/Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Contractor/Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Contractor/Supplier under this clause shall not exceed 5% of the Order value as awarded.
36.0	Amendment/ modification of contract	Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.
37.0		Deleted
38.0	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor/Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor/Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Contractor/Supplier.
39.0	No breach of contract	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
40.0	Obligations of the Supplier/ Contractor	The Supplier/Contractor shall supply the Goods, perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Contractor/Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-

		bidder or third parties.
41.0	Force majeure	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Contractor/Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <ul style="list-style-type: none"> (i) terrorist acts, (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority, (iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague. <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14.0 (Settlement Of Disputes)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to</p>

		any obligation of the Employer to make payments to the Supplier herein.
42.0	Termination	<p>The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Contractor/Supplier, to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e) below :</p> <p>(a) if the Contractor/Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Contractor/Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Contractor/Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Contractor/Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.</p> <p>(e) if the Employer, at its sole discretion, decides to terminate this Contract.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor/Supplier under this Order/Contract.</p>
43.0	Risk purchase	<p>Risk purchase in the event of Supplier's/Contractor's failure to execute the contract as per technical specifications/ scope of work of acceptable quality and within the scheduled contract period, NTPC reserves the right to procure the balance material / complete the balance services from any other source at the Supplier's / Contractor's risk and cost and the difference in cost shall be borne by the Supplier / Contractor. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>
44.0	Limitation of Liability	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay</p>

		<p>liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>(c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p>
45.0	Fraud Prevention Policy	<p>The Contractor/Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.ntpctender.com/ / https://ntpctender.ntpc.co.in/. The Contractor/Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order/ GeM Contract). The Contractor/Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
46.0	Integrity Pact	<p>NTPC has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com/ / https://ntpctender.ntpc.co.in/.</p> <p>The Integrity Pact (IP) envisages an agreement between the prospective vendors / Contractor/Supplier and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Contractor/Supplier along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employers tender website http://www.ntpctender.com.</p> <p>Note: In case Integrity Pact is applicable for the particular tender, the same shall be specified in the SPC.</p>
47.0	No Claim for interest or damage	<p>47.1 Interest on money due to the contractor/vendor:</p> <p>Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>47.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final</p>

		payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever																																												
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48.1		The closing of Contract shall be effected after the warranty period/ Defect Liability Period is successfully completed and the CPG of the Contractor is returned/discharged.																																												
48.2		<p>The following thirteen (13) certificates, as per the proforma enclosed at Annexure-1.1 to 1.13 of GPC, shall be issued by the 'concerned departments of NTPC'/ 'Contractor', as applicable, and submitted to the concerned authority designated in NTPC for closing of Contracts:</p> <table border="1"> <thead> <tr> <th>Certificate No.</th> <th>Certificate Description</th> <th>Responsibility</th> <th>Limiting Dates for Issuance of Certificates@</th> </tr> </thead> <tbody> <tr> <td>CCP-01</td> <td>Certificate of Final Amendment to the Contract</td> <td>C&M Dept.</td> <td>7 Months from Last activity/ Scope Completion</td> </tr> <tr> <td>CCP-02</td> <td>Drawing Receipt Certificate</td> <td>Executing Dept./EIC</td> <td>2 Months from Scope Completion</td> </tr> <tr> <td>CCP-03</td> <td>QA Documents Receipt Certificate</td> <td>FQA</td> <td>2 Months from Scope Completion</td> </tr> <tr> <td>CCP-04</td> <td>O&M Manual Receipt Certificate</td> <td>Executing Dept./EIC</td> <td>4 Months from Scope Completion</td> </tr> <tr> <td>CCP-05</td> <td>Scope Completion Certificate</td> <td>Executing Dept./EIC</td> <td>1 Months from Scope Completion</td> </tr> <tr> <td>CCP-06</td> <td>Liquidated Damages for Delay Certificate</td> <td>Executing Dept./EIC</td> <td>7 Months from Scope Completion</td> </tr> <tr> <td>CCP-07</td> <td>Shortfall in Equipment Performance Certificate</td> <td>Executing Dept./EIC</td> <td>5 Months from Performance Guarantee Tests</td> </tr> <tr> <td>CCP-08</td> <td>"Material Reconciliation" Certificate</td> <td>Executing Dept./EIC & Site Materials Management.</td> <td>6 Months from Scope Completion</td> </tr> <tr> <td>CCP-09</td> <td>Payment Reconciliation Certificate</td> <td>Finance</td> <td>6 Months from Scope Completion</td> </tr> <tr> <td>CCP-10</td> <td>Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor</td> <td>Contractor</td> <td>9 Months from Scope Completion</td> </tr> </tbody> </table>	Certificate No.	Certificate Description	Responsibility	Limiting Dates for Issuance of Certificates@	CCP-01	Certificate of Final Amendment to the Contract	C&M Dept.	7 Months from Last activity/ Scope Completion	CCP-02	Drawing Receipt Certificate	Executing Dept./EIC	2 Months from Scope Completion	CCP-03	QA Documents Receipt Certificate	FQA	2 Months from Scope Completion	CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC	4 Months from Scope Completion	CCP-05	Scope Completion Certificate	Executing Dept./EIC	1 Months from Scope Completion	CCP-06	Liquidated Damages for Delay Certificate	Executing Dept./EIC	7 Months from Scope Completion	CCP-07	Shortfall in Equipment Performance Certificate	Executing Dept./EIC	5 Months from Performance Guarantee Tests	CCP-08	"Material Reconciliation" Certificate	Executing Dept./EIC & Site Materials Management.	6 Months from Scope Completion	CCP-09	Payment Reconciliation Certificate	Finance	6 Months from Scope Completion	CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor	Contractor	9 Months from Scope Completion
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		CCP-11	"No Demand Certificate" by Contractor	Contractor	6 Months from Scope Completion
		CCP-12	Certificate for Completion of Warranty Period	Executing Dept./EIC	14 Months from scope completion
		CCP-13	Certificate for Return of BGs/ Security Deposit/ Indemnity Bonds etc.	Finance	All BGs except CPG: 5 Month from scope completion CPG: 15 Months from scope completion
	Note:	Contract Closing Certificate Nos. CCP-02, 03, 04, 06, 07, 08 and 12 shall be optional and Engineer-in-charge shall confirm the certificates required to be issued based on the nature of the work in respective package.			
48.3		<p>Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 48.2 above.</p> <p>It shall be the responsibility of the contractor to submit the drawings along with the reproducibles, QA documents, O&M Manuals, List of Spares, As Built drawings, deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.</p> <p>The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.</p>			
49.0	Debarment				
		<p>The Employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpc-tender.ntpc.co.in</p> <p>The version of Policy presently followed by NTPC is as mentioned in ITB/SPC of the Bidding Documents.</p> <p>Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under GPC Clause 42.2 or any of the grounds as detailed in the said Debarment Policy.</p>			
50.0	Carriage by Road Rules 2011	In case, the Contractor decides to transport the Goods by road within Employer's country, then such Goods must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.			
Clauses applicable only in case of contracts involving manpower:					
51.0	Compliance with Regulations	<p>i. The Contractor shall recruit his own staff for execution of the Contract. The Contractor's staff will not be treated as NTPC staff for any purpose whatsoever and facilities/benefits applicable to NTPC staff will not be applicable to Contractor's employees. The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly of the state of UP for carrying out the above job. If due to any reason whatsoever NTPC is made liable to meet any obligation under any of the said laws and enactments etc., for any reason whatsoever, the same shall be recovered from the Contract</p>			

		<p>Performance Guarantee/ Security Deposit of the Contractor with NTPC or from the bills payable to him or failing which it shall be recovered as per law.</p> <p>ii. It is made clear that the Contractor shall have a separate PF-Account Code No, allotted by the concerned RPFC and ensure the extension of PF benefits to his workers engaged by him for execution of this contract, as provided under EPF Scheme 1952 and the schemes framed there under. He shall also cover his employees under the ESI Act.</p> <p>The Contractor shall be liable to his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of the "The Employees State Insurance Act, 1948" as amended from time to time.</p> <p>In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.</p> <p>iii. The Contractor shall comply with provision of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund & misc. Provision Act 1952, ESI Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, ID Act 1947, Maternity Benefit Act 1961, Contract labour (Regulations & Abolition) Act 1970, Delhi Shops & Est. Act or any modification thereof or any other law relating to rules made there under from time to time.</p> <p>iv. The Contractor shall make payments of wages to his employees on or before the specified dates as mentioned in the relevant law in presence of an authorized representative of NTPC. The Contractor will be required to comply with all statutory provision contained in Labour Legislations in general and Contract Labour (R&A) Act, 1970, Minimum Wages Act and Payment of Wages Act in particular.</p>
52.0	Rules For Labour Welfare	The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare or rules framed by appropriate Government from time to time for the protection of health of workers employed directly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.
53.0	Anti-Bribery and Anti-Corruption (ABAC) Policy:	The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall strictly adhere to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy displayed on website https://ntpctender.ntpc.co.in/ under section 'policy docs'. The Contractor and its employees along with its Associate/ Collaborator/ SubContractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.

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NTPC LIMITED
(A Government of India Enterprise)



VOLUME I

SECTION – I

INSTRUCTION TO BIDDERS

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1.0	Introduction	NTPC Limited, a Govt. of India Enterprise referred to herein as 'the Employer', intends to engage an agency for supply of Goods and /or related Services as per specifications, Scope of Work as detailed in the Bidding documents.																		
2.0	General Information	The prospective Bidders are invited to submit a "Technical & Commercial Bid" and "Price Bid" for the package. Methodology for submission of Bid has been detailed hereunder in this document.																		
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" data-bbox="431 590 1438 936"> <tr> <td>NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Process & Procedures for Reverse Auction, if applicable</td> </tr> <tr> <td>Volume-I, Section-IV</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions for Reverse Auction, if applicable</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Process & Procedures for Reverse Auction, if applicable	Volume-I, Section-IV	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-II, Section-I	Special Purchase Conditions for Reverse Auction, if applicable	Volume-III	Technical specifications & Scope of work	Bill of Quantity	Bill of Quantity (BOQ)
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4.0	Benefits To MSEs																			
	4.01	Government of India through Ministry of Micro, Small and Medium Enterprises has notified the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (PPP 2012) with the objective of promotion and development of Micro and Small Enterprises by supporting them in marketing their products and services while maintaining core principle of competitiveness, adhering to sound procurement practices and execution of supplies in accordance with a system which is fair, equitable, transparent, competitive and cost effective.																		
	4.02	<p>As per the relevant clauses of PPP 2012, Micro and Small Enterprises (MSEs) are eligible for various benefits in procurement of Goods and Services by Government entities/ Public Sector Enterprises, which are as under:</p> <ul style="list-style-type: none"> • Issue of tender documents free of cost • Exemption from payment of Earnest Money Deposit (EMD) • Participating MSEs in a tender, quoting prices within the price band of L1+15% shall be allowed to supply a portion up to 25% (in cases where splitting of quantity is possible) of requirement by matching their prices to L1 price wherever L1 is non MSE bidder. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity). Further, as approved by Board of NTPC, in case of tender item is non-splitable / non-dividable, MSE quoting price within price band of L1+15% shall be awarded full / complete quantity by matching their prices to 																		

		L1 price where L1 is non-MSE.
	4.03	Benefits under PPP 2012 for MSEs as elaborated at para 2.0 above are applicable only for (a) Goods produced and (b) Services provided by MSEs. In this regard, OM dated 9.11.2016 and its subsequent amendment/clarifications issued by MSME from time to time regarding definition of Goods and Services may be referred. MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.
	4.04	Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits. In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.
4.1	Methodology for extending benefits to MSEs: (NEW Clause)	
	4.1.1	<p>Opening of Bids:</p> <p>a) During the time of bid opening, techno commercial offers of all bidders shall be opened who have submitted either 'EMD and Tender Fee (if applicable)' or 'Udyam Registration Certificate' in lieu of availing 'EMD & tender fee' exemption along with other documents required as per bidding documents.</p> <p>In case of MSEs availing 'EMD and tender fee' exemption based on 'Udyam Registration Certificate' and undertaking as elaborated below in para c) submitted by them, it will be deemed that MSE benefits (for EMD and tender fee) have been extended provisionally and detailed scrutiny/evaluation of documents submitted by MSEs for availing 'EMD and tender fee' benefit shall be done during evaluation after opening of techno-commercial bids.</p> <p>b) However, in case of composite bidding, certificates/documents submitted by MSEs shall be checked/evaluated prior to opening of bids while extending 'EMD and tender fee' benefits.</p> <p>c) For availing MSE benefits elaborated at Para 4.02 above, the MSE bidder shall furnish an Undertaking along with the Bid as per following:</p> <p>i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits, bidder shall confirm that some or all of the items offered / quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s),</p>

		<p>Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration / undertaking by bidder is attached in Standard formats & Check lists (Annexure-13A).</p> <p>ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a prerequisite for extending MSE benefits of purchase preference.</p> <p>In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference, but is a manufacturer of at least one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated / treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration / undertaking by bidder is attached in Standard formats & Check lists (Annexure-13B).</p>
4.1.2		<p>Treatment of MSEs during Evaluation of Bid-Supply of Goods Tenders/ Packages</p> <p>(i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>Purchase preference to eligible MSE will be given only for the item(s) quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on relevant Certificates/Documents for MSEs and If it is found that none of the items offered/quoted by the MSE bidder is / are manufactured by them, then bid of such bidder shall be rejected.</p> <p>However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder.</p> <p>(ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>a) Item(s), for which manufacturing by bidder shall be the necessary pre-requisite for getting purchase preference benefits for the entire package, are indicated in relevant clause of SPC.</p> <p>b) Purchase preference to eligible MSE will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary pre-requisite for getting purchase preference as indicated in relevant clause of SPC.</p> <p>c) If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and it is found that the MSE bidder is not a manufacturer of any of the item(s) of the package, then bid of such bidder shall be rejected. However, in case MSE Bidder is a manufacturer of any / some of the item(s), of the package, then its bid shall be evaluated as "Non MSE"</p>

		<p>bidder.</p> <p>Purchase preference will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary prerequisite as indicated in relevant clause of SPC.</p>
	4.1.3	<p>Treatment of MSEs during Evaluation of Bids – Service Contracts Tenders / Packages:</p> <p>In case of Service Contracts, the benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p>
4.2	Preference to Make in India and granting of purchase preference to local suppliers	<p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 & 4.1 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable.</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p>Note: Please refer Special Purchase Condition 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.</p>
5.0	Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	Representation / Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the timeline specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p> <p>Note: In case of GeM tenders, the queries are to be raised through representation tab of the on-line GeM bid. The representation tab shall be open for the time as specified by GeM. EMPLOYER will post the Clarifications under Representation tab at GeM portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender/ GeM portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p>

		To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.
10.0	Documents Comprising the Bid	The Bid shall comprise of following components: (a) Tender Fee, if applicable (Not Applicable for GeM tenders) (b) Earnest Money Deposit, if applicable (c) Integrity Pact, if applicable (d) Authority/Power of Attorney to sign the bid (e) Acceptance of General Technical Evaluation, (Not Applicable for GeM tenders) (f) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) along with Annexure-12 & Appendix-1 or 2 to Annexure-15 (g) Conformity to the Technical Specifications & Scope of Work (h) EFT Form, Registration details etc. (i) Priced Bill of Quantity (BOQ) (j) Declaration of local Content, if applicable (k) Udyam Registration Certificate for MSE exemption/benefits, if applicable. (l) Any other details required in the Bid Document.
11.0	Bid Prices	Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).
12.0	Price Basis	Bidders are required to quote price on FOR destination basis including P&F, insurance & freight.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	Earnest Money Deposit /Bid Security (EMD), if applicable	

14.1		The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD)/ Bid Security in a separate sealed envelope for the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.
14.2		<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of DD or a bank guarantee from any of the banks specified in the Standard Formats & checklist or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) of the tender documents.</p> <p>The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee / Insurance Surety Bond towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested.</p>
14.3		Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.
14.4		<p>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened.</p> <p>In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG/ Insurance Surety Bond) in a separate sealed envelope shall be rejected by the Employer as being non-responsive and shall not be opened.</p>
14.5		<p>BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by NTPC.</p>
14.6		<p>14.6.1) 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 para 14.6.2 below:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -</p> <p>a) The scanned copy of the BG. b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending. c) An undertaking from the issuing Bank strictly as per format enclosed as Annexure-16 of Standard Formats and Checklist.</p> <p>SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents.</p>

		<p>(ii) Bidders shall also be required to upload the scanned copy of the BG on e-tendering portal (GePNIC/GeM).</p> <p>(iii) Extension of all BGs/ Insurance Surety Bonds should be on Stamp paper of same value as that of the original BG/ Insurance Surety Bond. The minimum extension of any BG/ Insurance Surety Bond should be three months.</p> <p>14.6.2) The bidder shall be required to submit all the documents in the manner as specified at para 14.6.1 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p>												
	14.7	Subject to clause 14.9 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.												
	14.8	The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities/Security deposits, as applicable, pursuant to relevant clauses of ITB/Bidding Documents.												
	14.9	<p>The EMD/Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;</p> <p>c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.</p> <p>d) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>e) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).</p>												
15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<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 as below:</p> <table border="1"> <tr> <td>i</td> <td>Bank Name</td> <td>ICICI Bank Limited</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>	i	Bank Name	ICICI Bank Limited	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank Address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001	iv	IFSC Code	ICIC0000007
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		<p>Bidders are advised to ensure that the message is sent by their Bankers.</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>
16.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/GeM Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package.</p> <p>Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.</p> <p>i) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.</p> <p>ii) If a bidder after having been issued the Notification of Award/Purchase Order/Contract of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order/GeM Contract or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package.</p> <p>Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.</p>
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being nonresponsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email/ through GeM portal. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by submitting relevant undertaking/declaration enclosed at Annexure 01 of Volume-I Section-IV (for tenders invited through GeM portal) or through accepting relevant attribute of GTE (for tenders invited through GepNIC portal).</p>

		<p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India. (Not Applicable for GeM tenders)</p> <p>An authorisation letter/power of attorney, indicating that the person signing the bid has the authority to sign the bid, is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p> <p>The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates as per format attached at Annexure-20 of Standard Forms & Formats (In case Integrity Pact is applicable).</p>
20.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
20.1	PHYSICAL BID	
20.1.1	EARNEST MONEY DEPOSIT etc. (if applicable and submitted offline)	<p>Unless otherwise specified in the SPC, no document except Tender Fee & EMD (if applicable and submitted offline) shall be submitted in physical form in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with <i>Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions.</i></p> <p>Tender Fee/EMD, at Bidder's option, may be paid in the form of Demand draft/ Banker's cheque drawn in favour of NTPC Ltd. payable at the station specified in bidding documents or through E-Payment by Credit Card/ Debit Card/ Net Banking on the NTPC e-tender portal.</p> <p>Bidders are advised to preferably submit Tender Fee/EMD on-line on the NTPC e-tender portal (Not applicable for GeM tenders).</p> <p>In case, Tender fee/EMD is paid offline in form of Demand Draft/Banker's Cheque/ Bank Guarantee/ Insurance Surety Bond, Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender. NTPC shall not be responsible for any loss or delay in transit of these documents.</p> <p><i>Physical documents (tender fee and or EMD, if applicable and submitted offline, and any other documents if specified in SPC) will be checked before opening of the online Techno-commercial bid and only those bids where valid document(s) is(are) available, will be allowed for opening in line with ITB CI 14.0.</i></p>
20.2	ONLINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time</p>

		of submission of tender.
20.2.1	Techno-Commercial Bid	In line with bid documents requirements, Bidders shall upload the following in techno-commercial Bid:
		<p>(A) EMD, Bid Form & Integrity Pact</p> <p>(a) Tender Fee ((if applicable))</p> <p>(a) Earnest Money Deposit (if applicable)</p> <p>(b) Integrity Pact (digitally Pre-signed by the Employer), the "Integrity Pact" shall be furnished in accordance with the provision of Integrity Pact specified in Bidding documents (if applicable)</p> <p>(c) Bid Form 1</p>
		<p>(B) QR Documents</p> <p>The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <p>(i) Annexure-12 (QR summary Sheet)</p> <p>(ii) Bidder's Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)</p> <p>(iii) Documents in support of meeting QR stipulated in the tender.</p> <p>(iv) Annexure-12 along with Appendix-1/2 to Anexure-15.</p>
		<p>(C) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>The bidders shall upload the following:</p> <p>(a) Eligibility and Conformity to the Technical Specifications & Scope of Work</p> <p>(b) Catalogues, Technical Data Sheets etc.</p> <p>(c) Documents asked for in the Technical Specifications & Scope of Work</p> <p>(d) EFT Form</p> <p>(e) Registration Details</p> <p>(f) Any other document asked for in the Bidding Documents-Special Purchase Conditions and Technical Specifications & Scope of Work.</p>
		The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.
20.2.	Price Bid	Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering

2		<p>system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>
Documents to be uploaded in the format stipulated in the tender.		
	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ online Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn 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's being ineligible for participation in the future tenders issued</p>

		from NTPC for a period of 06 months from the date of withdrawal of the bid and forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.9(a) above.
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Earnest Money Deposit envelope (if received any) in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. Subsequently online Fee Cover (in case of Gepric Tenders)/ Technical Bid (in case of GeM Tenders) will also be opened for verification of Tender Fee and/or EMD (if submitted online) in the portal, Power of Attorney & Integrity Pact (if applicable).</p> <p>In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Based on the Earnest Money Deposit (EMD), & Integrity Pact (if applicable) received, Employer shall allow only those online bids for detailed technical evaluation whose EMD & Integrity Pact (if applicable) are acceptable as per conditions of the bid document.</p> <p>Any other document specified in SPC to be submitted along with Tender Fee (if applicable) shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under Employer's Policy for Debarment from Business Dealings relating to some other tender/contract, shall also be informed in writing that their Bid has been rejected and their bid security shall be returned, in accordance with ITB clause 14.7.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online on the e-tendering portal.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
24.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>

<p>25.0</p>	<p>Preliminary Examination of Techno-Commercial Bids</p>	<p>25.1 EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder’s obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>25.2 Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”.</p> <p>In case of tender invited through GeM, bidder has to accept the same on GeM portal.</p> <p>In case of tender invited through GePNIC, bidder has to accept the same by accepting the following attribute of GTE at e-tender portal:</p> <p>“Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India”.</p> <p>Acceptance of above attribute of GTE shall be considered as Bidder’s confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>
<p>26.0</p>	<p>Qualification</p>	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made, as per format Annexure 12 (QR summary Sheet) of Volume I Section IV of the bidding documents.</p> <p>References as indicated in Annexure 12 (QR summary Sheet) shall only be considered to ascertain the bidder’s compliance to Qualifying Requirement</p>

(QR). Any reference work not mentioned in Annexure-12 shall not be considered for evaluation.

No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC or Subsidiary / JV companies of NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

i. After issuance of IFB/ NIT, Employer shall issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of meeting Technical QR to the extent mentioned in the communication.

In case the bidder who has been issued such communication from the Employer, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works / past experiences in support of meeting Technical QR while submitting their bid.

Such bidder shall be required to declare in **Annexure-15** (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from the Employer and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.

However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).

ii. In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.

iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at **Appendix 1 to Annexure-15 (Undertaking from Statutory Auditor) and/ or Appendix 2 to Annexure-15 (Undertaking from TPIA)**. All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.

iv. In case documents are certified & verified for authenticity through TPIA, the

verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certification Services (ICS)
- 4) TUV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TUV India Pvt. Ltd. (TÜV Nord Group)
- 7) Intertek India Pvt. Ltd.
- 8) Moody International (India) Pvt. Ltd.
- 9) RINA India Pvt. Ltd.
- 10) Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

Where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.

Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.

Bidders shall certify their compliance on "Qualifying Requirements" of Employer by submitting the relevant undertaking/ declaration at Volume I Section IV of the bidding documents/relevant GTE attribute on e-tendering portal.

Acceptance of above undertaking/ declaration shall be considered as bidder's confirmation to the following conditions:

- (a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC).
- (b) The reference Works/Orders/declared Orders, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to

		<p>Qualifying requirements.</p> <p>(c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure-12 of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>

28.0	Preliminary Examination of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the bid shall be rejected.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall override all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0,4.1 and 4.2 , if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to Reject any or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 33 and Employer's Policy for Debarment from Business Dealings, the Employer will award the Contract to the Bidder whose bid has been</p>

		<p>determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid , provided that such Bidder has been determined to be qualified to perform the contract satisfactorily as per methodology read in conjunction with ITB Clause 4.0, 4.1 & 4.2 (if applicable).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p> <p>No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings.</p>
35.0	Construction of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter to be confirmed in writing by letter sent by Speed Post/Registered/courier/email, that its bid has been accepted. The notification of award (Purchase/Service Order/ GeM Contract) will constitute the formation of the contract and shall be effective from the date of award.</p> <p>Note: In case of bids invited through GeM portal, the Employer will create GeM contract on the successful Bidder on GeM portal. The GeM contract will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon</p>

		<p>as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 02 of Volume I Section IV by accepting the General Technical Evaluation (GTE) “Do you accept the Fraud Prevention Policy of NTPC?” (in case of GePNIC tenders) or by submitting relevant declaration/undertaking as per Certificate at Annexure 02 of Volume I Section IV (in case of GeM tenders)</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract, then the Earnest Money Deposit shall be forfeited.</p>
39.0	Policy for Debarment from Business Dealings	<p>The Employer has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / ntpctender.ntpc.co.in. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.</p> <p>Bidders shall submit the Declaration on “Policy for Debarment from Business Dealings” as per Certificate at Annexure 03 of Volume I Section IV by accepting the General Technical Evaluation (GTE) “Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC?” (in case of GePNIC tenders) or by submitting relevant declaration/undertaking as per Certificate at Annexure 03 of Volume-I Section-IV (in case of GeM tenders).</p> <p>The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.</p>
40.0	Integrity Pact	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer’s tender website http://www.ntpctender.com.</p> <p>If asked for in the SPC, a digitally signed copy of the Integrity Pact (Pre-signed by employer) is to be uploaded on e-tendering portal (in case of tenders invited through GePNIC/GeM portal) as indicated in the SPC.</p> <p>However, for tenders invited through e-GePNIC portal, the following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>“Do you Commit to all the provisions of the Integrity Pact?”</p> <p>(In case of tenders invited through GeM Portal, above declaration shall be required to be mandatorily submitted by the bidder on GeM portal along with techno-commercial bid)</p> <p>On Bidder’s acceptance to the above attribute on GePNIC/declaration on GeM portal, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents.</p> <p>On Acceptance of the above attribute on GePNIC/declaration on GeM portal, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.</p> <p>It may also be noted that subsequent to Employer’s evaluation of Bids, resulting into</p>

		award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.
40.1	Independent External Monitors	<p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of Contract to oversee implementation and effectiveness of the Integrity Pact Program.</p> <p>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website (https://ntpctender.ntpc.co.in/) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms parts of the NTPC Tenders/Contracts. This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NTPC or directly with the IEMs address</p> <p>The IEMs' Secretariat Corporate Contracts & Materials, 6th Floor, EOC NTPC Limited, A-8A, Sector-24 Noida – 201301 (UP)</p> <p>The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub Contractors/ JV partners/ Consortium member with confidentiality.</p> <p>The Nodal Officer for necessary coordination with Independent External Monitors shall be as under:</p> <p>i) Concerned Group Head in CC&M: if the issue pertains to awarding of Contract by CC&M</p> <p>ii) Concerned Group Head of C&M under respective CPG of USSC: if the issue pertains to awarding of Contract by USSC</p> <p>iii) Concerned Head of Department: if the issue pertains to other departments</p> <p>iv) Head of Project/ Station: if the issue pertains to post-award execution or award of Contract by Project/ Station</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
42.0	“Restrictions on procurement from a Bidder of a country which shares a land border with India	

42.1	<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Annexure-2 to ITB.</p> <p>Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Annexure-2 to ITB. (Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023)</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in Annexure-2 to ITB.</p> <p>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>
42.2	<p>“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>
42.3	<p>“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>
42.4	<p>“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 42.1 above means;</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose <i>beneficial owner</i> is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
42.5	<p>The beneficial owner for the purpose of clause “42.4” above will be as under;</p> <ul style="list-style-type: none"> a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

		<p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership 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 owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits 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 owner 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 owner(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 ownership.</p>
	<p>42.6</p>	<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Note: i.A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.</p>
<p>43.0</p>	<p>Taxes & duties</p>	<p>i. “Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.</p> <p>ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.</p> <p>iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.</p> <p>iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.</p> <p>v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.</p> <p>vi. In case GST registered Bidder has quoted GST rate as ‘0’ (Zero), the quoted</p>

		<p>price shall be considered to be inclusive of GST as applicable.</p> <p>vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.</p> <p>viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.</p> <p>ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.</p> <p>xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any</p>
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		<p>such change.</p> <p>The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.</p>
44.0	Anti-Bribery and Anti-Corruption (ABAC) Policy:	<p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer by accepting the following GTE at the e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section ‘policy docs’ and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.</p>
45.0	CONFLICT OF INTEREST	<p>45.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer’s interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <p>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</p> <p>b) they have the same legal representative/agent for purposes of their bids;</p> <p>or</p> <p>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</p> <p>e) Bidder participates in more than one bid in this bidding process.</p> <p>For the purposes of this clause the term ‘control’ shall have the following meaning:</p> <p>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.</p>
	Important	The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation /

	Note	finalization of the tender.
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Annexure – 1 to ITB

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

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) 'Nodal Ministry' means the Ministry or Department identified pursuant to PPP-MII order dated 16.09.2020 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>.

g) Policy & Procedure for Debarment from Business Dealings– shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

h) 'Works', for the purpose of these guidelines, means all works including turnkey works and EPC works.

i) 'Services', for the purpose of these guidelines, means all services which may include System Integrator Contracts depending upon the nature of package.

1.0 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%.

* **For Minimum Local Content Value as applicable Refer Special Purchase Conditions (SPC)/Special Conditions of Contract (SCC) clause “Preference to Make in India and granting of purchase preference to local suppliers for this tender**

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 Margin of Purchase Preference

2.1 The margin of purchase preference shall be 20%.

3.0 Purchase Preference:

Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:

3.1 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 L1. 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 L1. Thereafter, the lowest evaluated bidder among the 'Class-I local supplier' will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible 'Class-I local supplier' fails to match the 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.

(ii) 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 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.

(iii) "Class-II local supplier" will not get purchase preference in any procurement.

(iv) 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 01.ITB-Instruction to Bidder-Revision 3.0_19.09.2023_R1 Revision 3.0
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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.

3.2 Procurements where MSE benefits are applicable:

3.2.1 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 The applicability of simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively shall be as per the following methodology:

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

In procurement of all Goods and/or Services in respect of which there is sufficient local capacity and local competition, only "Class-I Local Supplier", shall be eligible to bid irrespective of purchase value. In such cases, bids of Class-II Local Suppliers and Non-Local Suppliers, if received, shall be out rightly rejected.

(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.

(ii) 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 as per PPP-MSE Order (presently 358 items are reserved for exclusive purchase from MSE sector. This list of items is being published by Ministry of Micro Small and Medium Enterprises and may be revised from time to time by the Ministry):

(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.

(ii) In case of tenders which are divisible & condition pertaining to splitting of quantity 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"
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered 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 (i.e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.
 - ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.3 Procurement of Goods and / or Services / Packages where both class-I & Class-II local suppliers are eligible to bid:

(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 "NonMSE 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.

(ii) 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"**
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered 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 (i. e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.
 - ✓ Balance quantity is to be ordered on the L1 bidder.
- **If L1 is a "Non-MSE non-Class-I local supplier"**
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for 50% of the remaining quantity [ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.

✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.5 Procurement of Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

3.2.2.6 "Class-II local supplier" will not get purchase preference in any procurement.

3.2.2.7 For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes:

- In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.
- In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA

3.3 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:

- i. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents.

However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract.

'Class I Local suppliers' taken in totality shall be considered for award of contract for at least 50% of the tendered quantity.

- ii. 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**

**** 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**

4.0 Verification of Local Content:

- 4.1** The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide self-certification /declaration as per format attached as **Annexure-14 of Standard formats & Check lists**), 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.
- 4.2** In cases of procurement for the value in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall also 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.

- False declarations will be dealt in line with the Fraud Prevention Policy of NTPC and Policy & Procedure for Debarment from Business Dealings of NTPC.
- 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.
- 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 **Annexure-14 of Standard formats & Check lists**).

5.0 Local Sourcing

- 5.1** The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in the SOW/ Technical Specifications/SPC, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 5.2** 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.

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration.
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (Ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application. format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**
- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.



- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

1. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
2. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]