

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

FOR

**PROCUREMENT OF 1.0 MMT OF IMPORTED COAL
FOR VARIOUS NTPC POWER PLANTS**

VOLUME- I, II, III & IV

BIDDING DOCUMENT NO. : CS-0011-010(6)-9

(This document is meant for the exclusive purpose of bidding against this Bidding Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

Acronyms

C&F	Cost & Freight
CIF	Cost, Insurance and Freight
CTA	Coal Transportation Agency
FOR	Free On Rail
EDI	Electronic Data Interchange
EXW	Ex factory, ex works or ex warehouse
FOB	Free on Board
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
ICS	Imported Coal Supplier
IFB	Invitation for Bids
ITB	Instructions to Bidders
UNCITRAL	United Nations Commission on International Trade Law
INCOTERMS	International Rules for Interpreting Trade Terms.

Note : The terms EXW, FOB, C&F, CIF, FOR etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.

**BIDDING DOCUMENTS
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INVITATION FOR BIDS (IFB)

DETAILED INVITATION FOR BIDS

**NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
CORPORATE CONTRACTS, NOIDA**

**INVITATION FOR BIDS (IFB)
FOR
PROCUREMENT OF 1.0 MMT OF IMPORTED COAL
FOR VARIOUS NTPC POWER PLANTS**

(International Competitive Bidding)

Tender ID: 2021_NTPC_55335

Date: 18.10.2021

Bidding Document No.: CS-0011-010(6)-9

1.0 NTPC Limited (hereinafter referred to as NTPC or the Owner) have requirement of 1.0 MMT (+/-20%) imported coal of specifications given in Bidding Documents, on 'FOR Destination' basis at NTPC Power Plants – Talcher-Kaniha, Mouda, Farakka Kahalgaon, Simhadri Dadri Solapur, Kudgi, Unchahar, Tanda, Korba, Sipat, Lara, Darlipalli, Barh, Bongaigaon, Barauni, Gadarwara, Vindhyachal, Rihand, Singrauli, Khargone, Ramagundam Power Plants.

NTPC invites online bids on Single Stage Two Envelope bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) **with Reverse Auction** from eligible bidders for aforesaid Package, as per the Scope of Work mentioned hereinafter.

2.0 SCOPE OF WORK

Bidders shall declare the coal mine(s) outside India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents along with their bids. The Successful Bidder shall supply imported Steam Coal sourced from identified mine(s) as declared by him to NTPC power station(s), arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at NTPC power station(s). All activities including clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) outside India, coordination at load port, discharge port, Railways handling agents etc. shall also be part of Scope of Work of the Successful Bidder. Unloading of Coal at NTPC power stations end from Railway Wagons shall be arranged by NTPC.

The detailed Scope of Work shall be as per Volume - III of Bidding Documents

3.0 NTPC intends to finance the subject package through Own Resources.

4.0 Detailed specifications, scope of work and terms & conditions are given in the bidding documents, which are available for examination and sale at the address given at paras 10.0 below and as per the following schedule:

DETAILED INVITATION FOR BIDS

Bidding Document No.	CS-0011-010(6)-9
Start date of downloading of Bidding Documents	from 18.10.2021
Last date for receipt of Queries from bidders (if any)	26.10.2021
Pre-bid conference date & time	Shall be conducted through VC on MS Teams on 27.10.2021, 1100 Hrs.(IST).
Last date for receipt of both Techno-Commercial bid (Envelope-I) and Price bid (Envelope-II) Bid Receipt Date & Time including documents in physical form (Integrity Pact etc.) of Techno-commercial bids	01.11.2021 up to 1500 Hrs (IST)
Techno-Commercial bid (Envelope-I) opening Date & Time	02.11.2021 at 1100 Hrs (IST)
Cost of Bidding Document	Free Cost

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

Date & Time for opening of Price Bids shall be intimated separately to the bidders whose Techno-Commercial Bid are found to be acceptable.

- 5.0 All bids must be accompanied by "Bid Security Declaration" in lieu of Bid Security in the form as stipulated in the Bidding documents.

BIDDERS ARE REQUIRED TO CONFIRM COMPLIANCE TO BID SECURITY DECLARATION BY ACCEPTING ATTRIBUTE "BID SECURITY DECLARATION" THROUGH GTE IN ONLINE TENDERING PORTAL, GePNIC AS STIPULATED IN THE ITB OF BIDDING DOCUMENTS.

6.0 QUALIFYING REQUIREMENT FOR BIDDERS

The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;

OR

The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.

Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B. Net worth criteria shall be as mentioned at Clause B (ii).

DETAILED INVITATION FOR BIDS

The Consortium shall necessarily identify one of the Partners as lead Partner who shall meet on its own at least 51% of one of the Technical Criteria mentioned at clause A1 and Clause A2 and at least 51% of Financial Criteria mentioned at Clause B. Net worth criteria shall be as mentioned at Clause B (ii).

In case, lead partner of Consortium meets on its own, at least 51% of only one of the Technical Criteria mentioned at clause A1 or A2, then one partner other than lead partner shall have to meet at least 51 % of the remaining Technical Criteria.

A Technical Criteria for Bidder:

A1 The Bidder should have imported / exported and supplied a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.

In support of the aforesaid experience, the Bidder shall furnish:

- a) Supply Experience certificate from purchaser and;
- b) Certificate in original from Statutory Auditor(s) of the Bidder

AND

A2 The Bidder should have handled, including port operations and loading for despatch through Indian Railways, a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.

In support of the aforesaid experience, the Bidder shall furnish:

- a) Handling Experience certificate from the purchaser and;
- b) Certificate in original from the Statutory Auditor(s) of the Bidder

B. Financial Criteria for Bidder:

- (i) 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 **INR 1724 Crore** (Indian Rupees One Thousand Seven Hundred and Twenty Four Crores Only) or in equivalent foreign currency.

DETAILED INVITATION FOR BIDS

In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as 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 would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. In case a bid submitted by a Consortium, all the partners of Consortium shall be collectively required to meet the turnover criteria.

- (ii) The Net worth of the bidder should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-Commercial bid opening. In case the Bidder does not meet the Net worth criteria on its own, it can meet 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. In such case the Net worth of the Bidder and its subsidiary (ies) and/or Holding Company and/or subsidiary (ies) of the Holding company, in combined manner should not be less than 100% (hundred percent) of their total paid-up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid-up share capitals. For a Consortium, the net worth of all Consortium members in combined manner should not be less than 100%(hundred percent) of their paid up share capital however individually, their Net worth should not be less than 75%(seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

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

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 respective paid up share capitals.

- (iii) In case the Bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited 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 unaudited 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 bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the company.

DETAILED INVITATION FOR BIDS

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a 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 practising Chartered Accountant certifying the financial parameters is not available.

NOTES:

- i) Net Worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does 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.
- ii) Other income shall not be considered for arriving at annual turnover
- iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- iv) For turnover indicated in foreign currency, the exchange rate as on seven days prior to the date of Techno-Commercial bid opening shall be used
- v) The term 'date of bid opening' would mean the date of Techno-Commercial bid opening.
- vi) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected.
- vii) The Consortium shall necessarily identify one of the partners as lead partner.
- viii) The Consortium Bidder shall provide, along with the bid, a Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.
- ix) In case of Consortium, the bid security, and in the event of award to Consortium the performance bank guarantee, shall be in the name of all the partners of the Consortium.

DETAILED INVITATION FOR BIDS

- x) Dry (bulk) solid commodity mentioned at A above means dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3

7.0 NTPC reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

8.0 A complete set of Bidding Documents may be downloaded by any interested Bidder from NTPC e-tender website <https://eprocurmentpc.nic.in> at free of cost.

For logging on to the e-Tender Site <https://eprocurmentpc.nic.in>, the bidder would require user ID, password and Class-III Digital Signature.

For downloading of bidding document, procedure for submission of bids & Reverse Auction methodology, bidders may please refer to the link "Bidders Manual Kit" given on home page of NTPC's e-tender website <https://eprocurmentpc.nic.in>.

Note: No hard copy of Bidding Documents shall be issued.

In case of Consortium, at least one of the Partner of the consortium must have purchased the bidding documents in his name.

9.0 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

However, the said requirement of registration will not apply to bidders 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.

10.0 Issuance of bidding documents to any bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below. Bidder's attendance during the Techno-Commercial Bid opening and Price Bid opening in NTPC premises is not envisaged.

Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

11.0 **Address for communication:**

DGM (CS) / Sr. Manager (CS)
NTPC Limited, 6th Floor,
Engineering Office Complex,
A-8A, Sector-24, NOIDA,

DETAILED INVITATION FOR BIDS

Distt. Gautam Budh Nagar, (U.P.),
INDIA, Pin-201301
Contact No. +91 9650999896/ +91 9650998784
Fax No: +91-120-2410215 / 2410011 or at Office

e-mail: mohan02@ntpc.co.in / arvindkukamr01@ntpc.co.in

Websites: <https://eprocurerntpc.nic.in> or www.ntpctender.com or www.ntpc.co.in

12.0 Registered Office

NTPC Limited
NTPC Bhawan, SCOPE Complex, 7, Institutional Area,
Lodi Road, New Delhi – 110003
Corporate Identification Number: L40101DL1975GOI007966
Website: www.ntpc.co.in

VOLUME - I

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

Sl. No	Name of Power Plant	Quantity in'000 Metric Tonne
	Talcher-Kaniha	210
	Mouda	90
	Farakka	50
	Kahalgaon	50
	Simhadri	210
	Dadri	60
	Solapur	90
	Kudgi	90
	Unchahar	10
	Tanda	10
	Korba	10
	Sipat	10
	Lara	10
	Darlipalli	10
	Barh	10
	Bongaigaon	10
	Barauni	10
	Gadarwara	10
	Vindhyachal	10
	Rihand	10
	Singrauli	10
	Khargone	10
	Ramagundam	10
	TOTAL	1000

The bidder should obtain all necessary and related statutory clearances applicable for supply of imported coal against this IFB from the concerned authorities.

However, bidder has to quote their prices for the quantity mentioned in price schedule in Excel sheet format enclosed in volume IV of Bidding document as detailed herein after which shall be updated indicating the exchange rate in accordance with provisions of the Bidding documents.

1.2

General Information

- i. The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
- ii. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the owner, and the owner will in no case be responsible or liable for these costs, regardless of the conduct or out come of the bidding process.

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.</p> <p>iii. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Decision of Owner will be final and binding in this regard.</p> <p>iv. NTPC reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender.</p> <p>v. The successful bidder shall have to furnish the Bank Guarantees towards Contract Performance and Initial Payments etc. as per NTPC's formats to secure NTPC's interest depending upon the nature of the transaction to be determined on the basis of tender.</p> <p>vi. Shipment In compliance with Government of India guidelines, NTPC will take up the matter with concerned Ministry for issuance of No Objection Certificate (NOC). However, the Successful Bidder shall provide requisite documents and information, as & when required by Transchart or any other authority or NTPC.</p> <p>vii. The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for import and supply of imported coal from the concerned authorities, without any additional cost to the NTPC.</p> <p>viii. Multiple bids by the same person (individually or as a part of a Consortium/Subsidiary) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium (Consortium)/Subsidiary, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium/Subsidiary, shall not bid on its own or as a member of a Consortium/Subsidiary for which the bidder or the bidding Consortium/Subsidiary has submitted a bid. For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms 'control' as applied to</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
1.3	<p>any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.</p> <p>Compliance to this provision shall be confirmed by the bidder through Annexure N.</p> <p>ix) Passage of Title:</p> <p>Bidders are essentially required to comply with all statutory requirements including law of land of sourcing country, Law of land of India. Notwithstanding any other provision, ownership of the cargo will get transferred to NTPC after receipt of coal at respective NTPC stations as indicated at para 1.0 above.</p> <p>x) Port of Discharge:</p> <p>The successful bidder shall complete all the necessary formalities for custom clearance, freight forwarding and final assessment of bill of Entry.</p> <p>The successful bidder at its cost and expenses, will be responsible for each and every shipment of coal and shall be responsible for the timely arrangement of customs clearance of the coal and payment of duty amount to the Authority. In case of any demand by authorities and/or issuance of "Provisionally Assessed" bill of entries, it shall be within scope of successful bidder to get the same sorted out within custom authorities. It shall be duty of successful bidder to ensure that all rebates/ concessions/ allowances introduced by customs authorities, if any, from time to time are availed of and passed on to NTPC. In case of the ocean going vessel discharging being delayed due to non-successful customs clearance, time used will count as lay time and any demurrage will be to the successful bidder.</p> <p>Demurrage due to delayed unloading of coal at Discharge Port, customs clearance, port handling, delay in loading/placement of railway rakes etc. shall be to the account of Successful Bidder as per Technical Specifications, Vol. III of Bidding Document.</p> <p>xi. The BG's shall be stamped in accordance with Stamp Act, if any, of the Country of the issuing bank.</p> <p>The BG should be on Non-Judicial 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.</p> <p>Owner's name and address in respect of EOC, Noida and for the purpose of BG may be taken as clause 12.2.1.1 of ITB.</p> <p style="text-align: center;">General Guidelines for all BGs</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
2.0	<p>i. 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.</p> <p>Where a BG is issued by a bank outside India also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted.</p> <p>In case the BG has been issued by a Foreign Bank outside India other than those specified in the bidding documents, the same should be confirmed by one of the banks, acceptable as per bidding documents.</p> <p>In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.</p> <p>ii. The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.</p> <p>iii. The name and designation of the Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.</p> <p>iv. Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.</p> <p>BIDDING DOCUMENTS</p> <p>The Bidding documents comprise the following, in addition to Invitation for Bid :</p> <ul style="list-style-type: none"> ● Instructions to Bidders (ITB) - Volume - I ● General Conditions of Contract (GCC) - Volume - II ● Technical Specifications - Volume - III ● Annexure/Attachments - Volume - IV /Formats/Schedules <p>The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents.</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
2.3	<p>Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.</p> <p>In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.</p> <p>Pre-Bid Conference</p> <p>The bidder or his authorised representative may to attend Pre-bid Conference through VC on MS Teams platform through following link:</p> <p>Click here to join the meeting</p> <p>The purpose of the Conference will be to clarify any issue regarding the Bidding Documents. The Bidder is requested to submit questions through Seek Clarifications Tab of the tender portal prior to the clarification end date & time and notify through e-mail regarding posting of clarification. The Owner's responses to the queries raised by the bidder in writing will be posted at Clarifications Tab/ through Corrigendum at e-tender portal and Bidders can view these clarifications once they are posted. Bidders are also advised to regularly check e-tender portal regarding posting of clarification etc, if any. Further, any modifications of the Bidding Documents which may become necessary as a result of the Pre-bid Conference shall be made by the Owner exclusively through an amendment/errata to the bidding documents and not through the record notes of the Pre-bid Conference.</p> <p>Non attendance at the Pre-bid Conference will not be a case for disqualification of a bidder.</p>
3.0	<p>PREPARATION OF BID</p>
3.1	<p>Single Stage Two Envelope Bidding process shall be followed for the subject Package, as under:</p>
3.2	<p>The Bid shall comprise of Two categories of documents One the Techno-commercial Bid containing the documents listed in ITB 12.2 and the other the Price Bid containing the documents listed in ITB 12.3.</p>
3.2	<p>Bids are to be submitted complete in all respect with requisite information, Certificates, Annexure and Bid Proposal Sheets. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the person(s) who signs the bids.</p>
3.3	<p>A Power of Attorney, duly authorised by a Notary Public, is required to be submitted by the bidder indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with Clause 9.0.</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
3.4	<p>Bids submitted by a Consortium of maximum three(03) firms as partners, if so permitted in the Qualifying Requirements, shall comply with the following requirements:</p> <ul style="list-style-type: none"> i) The Power of Attorney by each Partner of Consortium in favour of their respective signatory shall be submitted. ii) The bid shall include all the information required as per Qualifying Requirements for each consortium partner. iii) The bid shall be signed so as to be legally binding on all the Partners. iv) One of the Partners shall be designated as Leader, the authorisation for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized signatories of all the consortium Partners. v) All partners of the Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms and should have adequate experience as per Qualification Requirement stipulated in bidding documents before forming the Consortium in the required field. vi) Original agreement entered into by the consortium partners as per the format provided in the Bidding Documents shall be submitted with the bid. vii) [Deleted] viii) A firm can be a partner in only one consortium; bids submitted by Consortiums including the same firm as partner will be rejected. ix) The Leader shall be authorised to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Leader. NTPC may release payment to the Leader and/or to any of the consortium Partner (s) duly authorised by the Leader. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium <p>The Authority of the Person issuing the Power of Attorney shall also be submitted by the bidder. The same is to be submitted in physical form in separate sealed envelope as brought out at para 12.2 below.</p> <p>For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
4.0	<p>LANGUAGE OF BID</p> <p>The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and NTPC shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.</p> <p>“The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India”</p>
5.0	<p>BID CURRENCY</p> <p>Prices shall be quoted in the following currencies:</p> <p>a) The bidder shall quote FOB Coal Price, Ocean freight and Marine Insurance charges in US Dollars.</p> <p>b) Other components of total FOR price including all incidental costs viz. Port & Inland Handling charges, statutory taxes & duties and Insurance including third party Insurance etc. and Railway Freight / IWT Freight included in the bid price shall be considered in Indian Rupees.</p> <p>The payments to the successful Bidder shall be made in equivalent Indian Rupees for FOR Coal Price at NTPC station end.</p>
6.0	<p>BID FORM, PRICE SCHEDULES AND IMPORTANT CONDITIONS</p> <p>6.1 The schedule of quantity with a tentative break-up proposed to be delivered to power Plants of NTPC, within the package, is indicated in the bid documents. The Bidder has to quote their prices as per the price schedule in Excel sheet format enclosed along with BOQ sheet in the Bidding document.</p> <p>6.2 The bidder has to quote for the entire quantity of the Package as mentioned in the Price schedule/BOQ, Bidding Document. It is mandatory for each bidder to quote the prices for all NTPC Plants included in the Package, as per the provisions of the bidding documents.</p> <p>The Bidder has to quote the Total ‘FOR NTPC Station Basis’ Coal Price for indicative Qty excluding GST on FOR Coal Price and GST Compensation Cess for the entire package in equivalent Indian Rupees in BOQ sheet as per the detailed calculations shown in Excel Sheet of the Price Schedule.</p>

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6.3	<p>The bidder should not have been blacklisted/ banned for participation in tenders issued by any government/semi government companies/ PSUs in India as on the due date of submission of bid. The documents furnished by the bidder should be true including the contents thereof. The bidder shall submit an affidavit to this effect, as per Annexure P duly notarized. Non-submission of affidavit or submitting false affidavit, if found at any stage, shall render the bidder disqualified and their Performance Bank Guarantee shall be liable to be forfeited.</p>
6.4	<p>Bidder shall undertake that they shall deal directly with NTPC and will not engage any Agent to deal with NTPC.</p> <p>Compliance to this provision shall be confirmed by the bidder through Annexure O.</p>
7.0	<p>BID SECURITY DECLARATION</p>
7.1	<p>The Bidder shall furnish, as part of its Bid, "Bid Security Declaration" through GTE in online Tendering Portal, GePNIC in lieu of Earnest Money Deposit (EMD)/ Bid Security.</p> <p>NOTE: Bids cannot be submitted without acceptance of above attribute in GTE.</p>
7.2	<p>By accepting the Bid Security Declaration in GTE, Bidders are deemed to confirm the followings: "We confirm that we have read the provisions of the bidding document, we hereby declare the following:</p> <ol style="list-style-type: none"> 1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the EOI/ Bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the Bid. 2. In addition, we also confirm that in case after having been Registered with NTPC /issued the Notification of Award/Purchase Order of a package, we either do not accept the Registration/Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, then we shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.
7.3	<p>Not used</p>
7.4	<p>A complete set of Bidding Documents may be downloaded by any interested Bidder from NTPC e-tender website https://eprocurmentpc.nic in at free of cost.</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
<p>8.0</p> <p>8.1</p> <p>8.2</p> <p>8.3</p> <p>8.4</p> <p>9.0</p>	<p style="text-align: center;">CERTIFICATE REGARDING NO DEVIATION</p> <p>No deviation, whatsoever, is permitted by NTPC, to any provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration.</p> <p>Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer, by accepting the following at General Technical Evaluation at NTPC e-tender portal https://eprocurrentpc.nic.in:</p> <p style="text-align: center;">“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.</p> <p>Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following at General Technical Evaluation at NTPC e-tender portal https://eprocurrentpc.nic.in:</p> <p style="text-align: center;">“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected.</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 a sufficient ground for immediate termination of the contract as per GCC Clause titled “Termination” and shall be dealt accordingly.</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 style="text-align: center;">PERIOD OF VALIDITY OF BID</p>

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9.1	The bidder is to ensure that its bid initially shall remain valid and open for acceptance for one hundred & twenty (120) days from the date of opening of Techno-Commercial Bid. The bid valid for shorter period shall be rejected by the owner as being non-responsive.
9.2.	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 e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.
10.0	BID PRICES
10.1	<p>For quoting the Bid Prices, the Bidder are expected to take into account the requirements and conditions of the bidding documents. The Bid Prices shall be quoted in price schedule in Excel sheet format enclosed along with volume IV of Bidding document as detailed herein after which shall be updated indicating the exchange rate in accordance with provisions of the Bidding documents.</p> <p>The Bidder has to quote the total F.O.R. NTPC Station basis Coal Price including all taxes and duties except GST on FOR Coal Price and GST Compensation Cess for the Package in equivalent Indian Rupees. The detailed calculations are as shown in Excel Sheet of the Price Schedule.</p>
10.2	The prices are to be quoted by the Bidder in a currency as specified at para 5.0 of ITB, as per the format provided in the bidding documents. The quoted prices are to remain valid during the entire currency of the Contract, till the complete execution.
10.3	<p>All charges for the entire scope of work should be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.</p> <p>Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakup of the prices in the manner and detail called for in respect of the quantity mentioned in the Price Schedule, Volume IV of Bidding documents.</p>
10.4	The terms EXW, FOB, C&F, CIF, FOR etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.
10.5	Base C&F Price of the imported coal is to be quoted in two components, of

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
10.6	<p>FOB Coal Price & Ocean Freight up to respective Indian ports. Base FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per Pricing Methodology and adjustment on quality variations etc, as indicated in the bid documents.</p> <p>Total C&F Coal Price for the purpose of adjustment in payment shall be worked out in accordance with Vol. III of the bidding document.</p> <p>Other components of FOR Coal Price at NTPC Stations (excluding Railway Freight/ IWT Freight) shall comprise Port & Inland Handling charges and other incidental charges including Wharfage, Stamp Duty, Pollution Cess, Terminal Charges, Wagon Haulage, Siding Charges, Stevedoring, Handling, Clearing & Forwarding charges, Insurance charges and applicable Taxes and Duties (except for GST on FOR Coal Price and GST Compensation Cess), which shall remain firm during the currency of the Contract.</p> <p>The bidder shall be free to import coal through any of the discharge ports in India, however, NTPC shall make payments based on the rates quoted by the bidder for respective NTPC Plant except for the Railway freight. Railway freight will be payable as per provisions under clause 10.12 of ITB, read in conjunction with clause 10.13 of ITB.</p> <p>Further, same FOB Coal Prices are required to be quoted for all the Power Plants, within the Package. In case of a bidder quoting more than one FOB Coal Price for the plants within the Package, the highest of such FOB Coal Price shall be considered for the purpose of evaluation and lowest of such FOB Coal Price shall be considered for award.</p>
10.7	<p>Except for GST on FOR Coal Price and GST Compensation Cess as indicated in Price Schedule, Bidder shall include all other Statutory Taxes, Duties & Levies, Stamp duty and other incidental charges for supply of Imported Coal etc. in their "Bid Price". While quoting, the Bidder is to take into account all the rules, regulations & notifications of Government of India, currently in vogue.</p> <p>The Bidder shall consider, in their Bid Price, the available concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is to be imported. Bidders may note that, as per the Customs Circular dated 21.10.2013, the prevailing Basic Customs Duty (BCD) @ 'Nil' in case of importing coal from Indonesia.</p> <p>For avoidance of doubt, it is clarified that for payment/re-imbusement purpose, variation in GST on FOR Coal Price and GST Compensation Cess shall be dealt with in line with the provisions under clause 9.0 and 13.0 of GCC.</p>

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10.8	Under GST regime, if input tax credit (ITC) benefits is available to the bidder, Bidder to quote their Price bids taking the same into consideration. NTPC shall not be in any way, responsible for the same.
10.9	NOT USED
10.10	The Employer will post the price schedule in excel sheet updated with exchange rate in line with clause 19.1 of ITB, on e-tender website and Bidders can view this Price Schedule once they are posted. This price schedule shall be considered by Bidders to quote their prices.
10.11	For the purpose of payment/reimbursement to the bidder on account of Taxes, duties & levies the impact of Indexation on C&F Coal Price on "Component of Price Schedule, " shall be considered.
10.12	Railway freight will be payable as per actuals, limited to the quoted Charges in line with the clause No.13, Technical Specifications. Besides, variation in railway freight tariff, if any, shall be dealt for the purpose of payment/adjustments, in line with Clause 10.13 of ITB. The term "Railway freight", wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.
10.13	<p>Variation in Railway Freight Tariff</p> <p>The bidders are to quote Railway Freight based on the Railway Freight prevailing as on 7 days prior to Techno-Commercial bid submission date.</p> <p>For the purpose of calculating the variation in Railway Freight on account of Adjustment in Base Freight Rates by Railways, following method shall be worked out:</p> <p>a) The distance corresponding to the quoted Railway freight by the bidder for the respective Plant shall be worked out from the prevailing Railway Freight Tariff as on 7 days prior to Techno-Commercial bid submission date, issued by Ministry of Railways.</p> <p>b) On revision of Base Freight Rates by Railways, the revised Railway freight shall be calculated for corresponding distance as at (a) and payment shall be limited to calculated revised railway freight or actual railway freight paid, whichever is lower.</p>
10.14	All elements of FOR Price including CIF Coal price, GST and GST Compensation Cess if any, Port & Handling charges, Railway Freight etc. shall be based on received and adjusted Net Quantity at NTPC Power Plant. The payments made shall be reconciled and settled during the joint monthly reconciliation.
10.15	In the event of any corrections in the Bid, the same should be authenticated by signature of the authorized signatory signing the Bid.
10.16	Not used

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10.17	<p>Certain Zonal Railway has recently issued circular stipulating that for Rakes/ wagons diverted in between the Units of same Power Corporation/ Industries will be entertained only when claim cases have been registered against the said NR (Not Received) consignment by the consignee. Accordingly, Successful bidder, as the case may be, shall lodge the claim with Railways for any missing/diverted out wagon/rake as per prevailing Railway rules.</p> <p>In case Successful bidder is required to lodge the claim with Railways then required authorization from the stations shall be taken, if required.</p> <p>In case NTPC is required to lodge the claim with Railways as per extant rules of Railways then NTPC's responsibility will be limited to lodging the claim for such missing/ diverted Rakes/ wagons. However, all the necessary action for the same and liasioning with Railways for follow up and settlement of such claims shall be the responsibility of the Successful bidder. Further in such cases where NTPC is required to lodge the claim, the claim amount as settled by Railways against these claim will be credited to the Successful bidder's account by NTPC on settlement and receipt of such claim from Railways. NTPC shall not be responsible for amount of claim settled and time taken for settlement by Railways.</p>
11.0	<p>FRAUD PREVENTION POLICY</p> <p>The Bidder along with its associate/collaborator/subcontractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of Owner displayed on its tender website http://www.ntpctender.com and shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Acceptance of the Fraud Prevention Policy of NTPC is to be also given on-line by accepting the following attribute in General Technical Evaluation at NTPC e-tender portal:</p> <p>“Do you accept Fraud Prevention Policy of NTPC?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder unconditionally adheres to NTPC's "Fraud Prevention Policy".</p>
12.0	<p>FORMAT AND SIGNING, SEALING, MARKING & SUBMISSION OF BIDS</p> <p>12.1 Format and Signing of Bid</p> <p>The bid including all documents attached/uploaded on the e-tender portal shall be digitally certified using Class-III signature by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per ITB Clause 3.3 and</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
<p>12.2</p> <p>12.2.1</p>	<p>shall be submitted in Hard copy prior to date & time for opening of Techno-Commercial bid.</p> <p>Submission of Bid</p> <p>The Techno-Commercial Bid comprises of following two categories of documents:</p> <p>Documents to be submitted in physical form along with the bid:</p> <p>Stop Gap arrangement with regard to receipt of ‘Documents to be submitted in physical form along with the bid’, as specified in Bidding documents, in digital form, in view of COVID-19 pandemic.</p> <ul style="list-style-type: none"> • In accordance with ITB Clause 3.3, Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder / Consortium partners, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid in ‘Fee Cover’ of GePNIC portal. • Scanned copy of Consortium Agreement (If applicable) as per Attachment - IC shall be submitted by Bidder along with the bid in ‘Fee Cover’ of GePNIC portal. • Scanned copy of Declarations/ Affidavit of not being Black listed/Banned etc. as per Annexure-P shall be submitted by Bidder along with the bid in ‘Fee Cover’ of GePNIC portal. • Scanned copy of Certificate from Statutory Auditor(s) of the Bidder confirming the supply and handling experience shall be submitted by Bidder along with the bid in ‘Fee Cover’ of GePNIC portal. • Integrity Pact (digitally Pre-signed by the Employer), as per Annexure M1 To Volume IV shall be digitally signed by all the Executants and submitted by the Bidder in ‘Fee Cover’ of GePNIC portal. In such cases, the signature of Witnesses in the Integrity Pact shall not be required. <p>Bids not accompanied by Integrity Pact (IP) as per requirement of ITB Clause 27 will be rejected.</p> <p>Further, the bidder emerging as the successful Bidder shall be required to submit the original copy of following documents at the earliest but not later than the date of placement of NOA or fifteen (15) days from the completion of Reverse Auction process, whichever is earlier, failing which the Bid may be liable for rejection:</p> <p>(i) Declarations/ Affidavit of not being Black listed/Banned etc.,</p>

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12.2.1.1	<p>(ii) Certificate in original from Statutory Auditor(s) of the Bidder confirming the supply and handling experience,</p> <p>(iii) Consortium Agreement (If applicable)</p> <p>The documents in physical form as mentioned above to be submitted at the address mentioned below:</p> <p>(a) be addressed as under:</p> <p style="padding-left: 40px;">DGM (CS) / Sr. Manager (CS) NTPC Limited, 6th Floor, Engg. Office Complex, Plot A-8A, Sector 24, Noida-201 301 Distt. Gautam Budh Nagar, U.P., India.</p> <p>(b) bear the Package name, Invitation for Bids title and number indicated</p>
12.2.1.2	<p>If the envelope is not sealed and marked as above, the Employer will assume no responsibility for its misplacement.</p>
12.2.2	<p>Documents to be submitted online:</p> <p>Unconditional Techno-Commercial Bid Submission Form (Annexure-T) duly completed including Annexures other than those stipulated at ITB clause 12.2.1 above together with the following attachments shall be uploaded on the e-tender portal in Pre-Qual/Technical Cover/Envelope:</p> <ul style="list-style-type: none"> • Attachment I: The documentary evidence establishing qualification in terms of Clause 25.0 of ITB • Any other document, bidder feels is important to establish the qualifications and fulfill the tender requirements. • Check List for Techno -Commercial Bid Submission. <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.</p>
12.3	<p>“Price Bid”</p> <p>The Unconditional Price Bid Submission Form (Annexure-T1), duly completed together with the following attachments and price schedule be submitted online on the e-tender portal in the Finance Cover/Envelope:</p> <ul style="list-style-type: none"> • Electronic Fund Transfer Form (Annexure-S) • Price Schedule updated with exchange rate in line with clause 19.1 ITB <p>(Bidders may note that Bid Form (Price Bid) together with its</p>

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	<p>attachment and price schedule should not be uploaded in Pre-Qual/Technical Cover/Envelope)</p> <p>Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.</p> <p>13.0 DEADLINE FOR SUBMISSION OF BIDS</p> <p>13.1 Bids (Techno-commercial bid and price bid) shall be submitted in compliance to the provisions of clause 12.0 of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.</p> <p>Consortium Agreement (as applicable), Declarations/ Affidavit of not being Black listed/Banned etc. and Statutory Auditor(s) Certificates shall be submitted in physical form as mentioned in bidding documents at the address specified at clause 12.2.1.1 above. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>In the event of the specified date for submission of bids being declared a holiday for the Owner, the bids will be received up to the appointed time on the next working day.</p> <p>13.2 The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 2.2 in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.</p> <p>13.3 Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable as detailed in clause 16.7 below.</p> <p>14.0 LATE BIDS</p> <p>Not Applicable</p> <p>15.0 MODIFICATION AND WITHDRAWAL OF BIDS</p> <p>15.1 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>15.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 9.0 Withdrawal of a bid during this interval may result in bidder being ineligible</p>

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	for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the bid.
16.0	BID OPENING AND EVALUATION
16.1	<u>Techno-Commercial Bid Opening</u>
16.1.1	The Employer will first open Techno-Commercial Bid, on the date and at the place specified at clause 12.2.1.1 above/ any subsequent communication from the employer. Bidder's attendance during the Techno-Commercial Bid opening in NTPC premises is not envisaged. 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.
16.1.2	In case Integrity Pact (IP) as per requirement of ITB Clause 27.0 is not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive.
16.2	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.
16.3, 16.4 &16.5	Not used
16.6	Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be eligible to attend further proceedings of the bid opening.
16.7	<u>Price Bid Opening</u>
16.7.1	After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid/ any subsequent communication from the employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, and/or not meeting the Qualifying Requirements shall also be informed in writing and their Price bid will be rejected and shall not be opened.
16.7.2	Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in NTPC premises is not envisaged.
16.7.3	The participating bidders will be able to view the bid prices of all the bidders after completion of Reverse Auction.

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16.12	<p>Contacting the Owner</p> <p>Subject to ITB clause 2.1, no Bidder shall contact the Owner 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 Owner in the Owner's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.</p>
17.0	<p>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</p>
17.1	<p>NTPC will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.</p>
17.2	<p>During evaluation and comparison of bids, the owner may, at his discretion ask the bidder for clarification on its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.</p>
17.3	<p>The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
17.4	<p>Prior to the detailed evaluation, NTPC will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p>
17.5	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer, by accepting the following at General Technical Evaluation at NTPC e-tender portal https://eprocurentpc.nic.in:</p> <p>“Do you certify full compliance to all provisions of Bidding Doc?”</p>

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17.6	<p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.</p> <p>The Owner'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 the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
17.7	<p>QUALIFICATION</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" through Annexure- L.</p>
18.0	<p>DETAILED EVALUATION OF TECHNO - COMMERCIAL BIDS</p> <p>Techno-commercial Bids, prepared and comprising details/documents in line with ITB Sub-Clause No.12.2 submitted by Bidders will be evaluated as described below:</p> <p>NTPC will carry out a detailed evaluation of the Techno-Commercial Bids, previously determined to be responsive, in order to determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the various factors, like overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</p> <p>The Techno-commercial examination will ascertain that the bidder fully meets the Qualifying Requirements, stipulated for the works in ITB Sub-Clause 25.0.</p> <p>Bidder may note that deviations, variations and additional conditions etc. found elsewhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer. In case the Bidder refuses to withdraw deviations implicit or explicit found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected.</p> <p>After the evaluation process of Techno-commercial Bid is completed, Owner will inform in writing the eligible bidders to attend Price Bid Opening at the date and time specified by the Owner.</p>

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<p>19.0</p> <p>19.1</p> <p>19.2</p>	<p>EVALUATION OF PRICE BID</p> <p>Price Bid, prepared and submitted comprising details / documents in line with ITB Sub-Clause 12.3, by Bidders found eligible after evaluation of Techno-Commercial Bids, submitted in accordance with ITB will be evaluated as described hereinafter:</p> <p>Conversion to Single Currency</p> <p>To facilitate evaluation and comparison, the Owner will convert all bid prices, to Indian Rupees, as applicable, as per the following:</p> <p>Source of exchange rates: Published by Reserve Bank of India</p> <p>Date of exchange rate : Seven days prior to date of opening of (Techno-commercial) Bids. (e.g. for date of opening as 02.11.2021, date of exchange rate shall be 26.10.2021.</p> <p>Reference Exchange Rate for a day means the RBI/FBIL Reference Rate in Indian Rupees for US Dollars (\$), as published by Reserve Bank of India/ FBIL or If such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available</p> <p>In line with this clause Employer will post the price schedule updated with exchange rate in line with clause 19.1 of ITB on the e-tender portal, and Bidders can view this Price Schedule once it is posted. Bidders are advised to check e-tender portal from Seven days prior to date of opening of (Techno-commercial) Bids regarding posting of updated Price schedule/BOQ sheet. This price schedule shall be considered by Bidders to quote their prices.</p> <p>The Bidder has to quote the total F.O.R. NTPC Station basis price for the Package in equivalent Indian Rupees as per ITB clause 10.7. The detailed calculations are as shown in Excel Sheet of the Price Schedule.</p> <p>Bidders are required to take out the print out of this price schedule and duly signed in line with provisions of Bidding document. The same shall be scanned in PDF format and then it shall be uploaded on the e-tender portal in Finance Cover/Envelope.</p> <p>Arithmetical errors, if any, will be rectified on the following basis: If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and</p>

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	<p>figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected.</p>
19.3	<p>The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. The Bids shall be evaluated for arriving at total FOR NTPC Station basis price as computed in the price schedule.</p>
19.4	<p>The tentative schedule of quantity with a break-up proposed to be delivered to various Power Plants of NTPC, within the Package, is provided at Annexure-B-2. However, Bidders at their own cost, should make themselves aware of all the different Power Plants of NTPC and various costs involved in delivering imported coal to NTPC Power Plants.</p> <p>The bidders have to quote their prices in the price schedule attachment prepared in MS-Excel.</p> <p>Bidders are required to fill the following entries in the price schedule excel sheet:</p> <p>FOB price, Ocean freight, Marine Insurance, Other components of FOR Coal Price at NTPC Stations (excluding Railway Freight/ IWT Freight) and Railway freight.</p> <p>The 'FOR NTPC Station basis' Coal Cost including Taxes & duties except GST on FOR and GST Compensation Cess for the subject package in equivalent INR shall be computed by Excel sheet.</p>
19.5	<p>The Evaluated Bid Price shall be arrived at considering the Plant-wise quoted FOR NTPC Station basis prices at respective Plant, within the Package, Plant-wise indicated quantities for the plants, as further detailed at Para 20.0. However, the actual quantity to be supplied may vary as per the provisions of the bid documents.</p>
20.0	EVALUATION & AWARD CRITERIA
20.1	<p>EVALUATION CRITERIA</p> <p>Subject to ITB Clause 1.2 iii), the Owner will consider placement of award to the successful bidder, whose bid has been determined to be substantially responsive, evaluated lowest and considered qualified in terms of the bidding documents provisions, as per the following methodology:</p>
20.2	<p>The Evaluated Bid Price (EBP) of each Bidder shall be arrived at, by summation of the (i) sum of arithmetically corrected quoted FOR NTPC Station basis price (as per the bidding documents' provisions) per MT, multiplied by the corresponding quoted quantity of imported coal for respective plants, as provided at row SL. No X of Price Schedule of the Bidding documents, in respect of all plants of the package.</p>

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	<p>i.e., Evaluated Bid Price (EBP) = $\sum P_1 \times Q_1 + P_2 \times Q_2 + \dots + P_n \times Q_n$</p> <p>Where</p> <p>P1, P2,.... Pn are the arithmetically corrected quoted price for imported coal at NTPC Station basis price by the Bidder, per MT including Taxes & Duties as indicated in the Price schedule, except GST on FOR Coal Price and GST Compensation Cess)</p> <p>Q1, Q2,...Qn are the indicated quantities of imported coal for the NTPC Plant 1, 2,...Plant n.</p> <p>The Evaluated Bid Price (EBP), of the Bidders, for the package, would then be ranked in ascending order, designated as L1, L2, L3 and so on with L1 being the Lowest evaluated bid price upon completion of Reverse Auction.</p> <p>Considering the above EVALUATION CRITERIA the price schedule has been prepared in excel sheet. Considering exchange rate as on 7 days prior to opening of Techno Commercial Bid opening the price schedule will be updated and will be uploaded , which shall be used by the bidders in arriving total FOR Coal Price for submission of price bid as well as reverse Auction by the bidder.</p> <p>20.3 AWARD CRITERIA</p> <p>20.3.1 The technically & commercially responsive and evaluated lowest bidder after completion of Reverse Auction shall be considered for award.</p> <p>20.3.2 The awarded quantity by the Owner to the Bidder, to be supplied as Delivery Schedule, shall be binding on the Bidder and Bidder shall not have any right to seek alternate allocation or any claim on this account from NTPC.</p> <p>20.3.3 Construction of the Contract</p> <p>The Contracts to be entered into between the Employer and the successful bidder shall be as under:</p> <p>-- Supply of Imported Coal from country of origin other than India on FOR basis upto respective NTPC station end.</p> <p>21.0 NOTIFICATION OF AWARD & AGREEMENT</p> <p>21.1 Prior to the expiration of the period of bid validity, the Owner will notify the Successful bidder in writing by registered letter or by telefax or by email, to be confirmed in writing by registered letter, that its bid has been accepted. The Notification of Award (NOA) will constitute the formation of the contract.</p>

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21.2	<p>The Formats of NOA and Agreement are attached at Annexure V and Annexure V1 of Volume IV.</p> <p>Signing the Contract Agreement</p> <p>At the same time, as the Owner notifies the Successful bidder that its bid has been accepted, the Owner will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all Agreements between the parties.</p> <p>Within twenty-eight (28) days of receipt of the Contract Agreement, the Successful bidder shall sign and date the Contract Agreement and return it to the Owner.</p>
22.0	<p>PERFORMANCE GUARANTEE</p> <p>Within twenty-eight (28) days from the date of Notification of Award, the Successful bidder shall furnish the Performance Bank Guarantee to NTPC as per format enclosed at Annexure-E of Bidding Documents for an amount equivalent to 3% of Total Contract Price (in the currency on which contract awarded) inclusive of estimated -Taxes & Duties and Cess etc. from any of the banks acceptable to NTPC, as per list enclosed at Annexure-F of Bidding Documents. The Performance Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract and shall be valid initially for 09 months (6 months of Contract Period + 3 months) from date of issue of the Notification of Award and suitably extended based on the scheduled delivery. The value of Performance Bank Guarantee shall be arrived at considering the total landed prices for all the Plants, within the Package. [For avoidance of doubt the Performance Bank Guarantee value shall be 3% of the total CIF value of the Contract in US Dollars and 3% of the value of the balance portion of the Contract including estimated GST on FOR Coal Price and GST Compensation Cess].</p>
22.1	<p>In case of Consortium, in the event of award to the Successful bidder, Performance Bank Guarantee, shall be in the name of all the Partners of the Consortium.</p>
22.2	<p>Failure of the Successful bidder to comply with the requirements of ITB Clause 21.2 or 22.0 to 22.1 shall constitute sufficient grounds for the annulment of the award and then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the contract and policy for Withholding and Banning of Business Dealings.</p>

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22.3	<p>The Performance Bank Guarantee shall be reduced on completion of part supplies as of under:</p> <table border="1" data-bbox="459 322 1353 562"> <thead> <tr> <th data-bbox="459 322 914 439">Execution of Contract Price (Cumulative)</th> <th data-bbox="914 322 1353 439">Performance Bank Guarantee reduction in %</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 439 914 499">Upon completion of 100%</td> <td data-bbox="914 439 1353 499">50%</td> </tr> <tr> <td data-bbox="459 499 914 562">Upon closing of Contract</td> <td data-bbox="914 499 1353 562">Release of balance CPG</td> </tr> </tbody> </table>	Execution of Contract Price (Cumulative)	Performance Bank Guarantee reduction in %	Upon completion of 100%	50%	Upon closing of Contract	Release of balance CPG
Execution of Contract Price (Cumulative)	Performance Bank Guarantee reduction in %						
Upon completion of 100%	50%						
Upon closing of Contract	Release of balance CPG						
22.4	<p>Ineligibility to participate in re-tender</p> <p>Notwithstanding the provisions specified in ITB Sub-Clause 7.2 and ITB Sub-Clause 22. if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 21.2 or does not submit an acceptable Performance Security pursuant to ITB Clause 22, and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the contract and policy for Withholding and Banning of Business Dealings.</p>						
22.5	<p>The Bank Guarantees submitted towards Contract Performance Security & Initial Payment Advance, shall be essentially from any of the Banks listed at Annexure-F to Volume IV of the bidding documents. In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India for due verification of signatures of the executants.</p> <p>The Bank guarantee submitted from within India towards, Contract Performance Security, Initial Payment Advance shall be issued on Non-Judicial 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.</p> <p>Where a BG issued by a Bank outside India also needs to bear Stamp Duty of appropriate value applicable to the place in NTPC where BG is to be submitted, the BG will be adjudicated from Collector of Stamps and the expenses incurred in this regard shall be borne by the Contractor.</p>						
23.0	<p>AUTHORISED REPRESENTATIVES</p> <p>Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract, by NTPC or the Bidder shall be taken or executed by the officials authorized for the purpose.</p>						
24.0	<p>OBLIGATIONS OF THE SUCCESSFUL BIDDER</p>						

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25.0	<p>The Successful bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement 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 bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to NTPC and shall at all times support and safeguard NTPC's legitimate interests.</p> <p>QUALIFYING REQUIREMENT</p> <p>The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;</p> <p style="text-align: center;">OR</p> <p>The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.</p> <p>Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B. Net worth criteria shall be as mentioned at Clause B (ii).</p> <p>The Consortium shall necessarily identify one of the Partners as lead Partner who shall meet on its own at least 51% of one of the Technical Criteria mentioned at clause A1 and Clause A2 and at least 51% of Financial Criteria mentioned at Clause B. Net worth criteria shall be as mentioned at Clause B (ii).</p> <p>In case, lead partner of Consortium meets on its own, at least 51% of only one of the Technical Criteria mentioned at clause A1 or A2, then one partner other than lead partner shall have to meet at least 51 % of the remaining Technical Criteria.</p> <p>A Technical Criteria for Bidder:</p> <p>A1 The Bidder should have imported / exported and supplied a minimum of - 0.44 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.</p> <p style="text-align: center;">In support of the aforesaid experience, the Bidder shall furnish:</p> <p style="padding-left: 40px;">a) Supply Experience certificate from purchaser and;</p>

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	<p style="text-align: center;">b) Certificate in original from Statutory Auditor(s) of the Bidder</p> <p style="text-align: center;">AND</p> <p>A2 The Bidder should have handled, including port operations and loading for despatch through Indian Railways, a minimum of 0.44 MMT of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.</p> <p style="text-align: center;">In support of the aforesaid experience, the Bidder shall furnish:</p> <p>a) Handling Experience certificate from the purchaser and;</p> <p>b) Certificate in original from the Statutory Auditor(s) of the Bidder</p> <p>B. Financial Criteria for Bidder:</p> <p>(i) 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 INR 1724 Crore (Indian Rupees One thousand Seven Hundred and Twenty Four Crores Only) or in equivalent foreign currency.</p> <p>In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as 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 would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. In case a bid submitted by a Consortium, all the partners of Consortium shall be collectively required to meet the turnover criteria.</p> <p>(ii) The Net worth of the bidder should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-Commercial bid opening. In case the Bidder does not meet the Net worth criteria on its own, it can meet 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. In such case the Net worth of the Bidder and its subsidiary (ies) and/or Holding Company and/or subsidiary (ies) of the Holding company, in combined manner should not be less than 100% (hundred percent) of their total paid-up share capital.</p>

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	<p>However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid-up share capitals. For a Consortium, the net worth of all Consortium members in combined manner should not be less than 100%(hundred percent) of their paid up share capital however individually, their Net worth should not be less than 75%(seventy five percent) of their respective paid up share capitals.</p> <p>Net worth in combined manner shall be calculated as follows:</p> <p>Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$</p> <p>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 respective paid up share capitals.</p> <p>(iii) In case the Bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification.</p> <ol style="list-style-type: none"> a. Copies of the unaudited 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 bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the company. <p>In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a 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 practising Chartered Accountant certifying the financial parameters is not available.</p> <p>NOTES:</p> <ol style="list-style-type: none"> i) Net Worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium

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26.0	<p>account but does 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> <ul style="list-style-type: none"> ii) Other income shall not be considered for arriving at annual turnover. iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India. iv) For turnover indicated in foreign currency, the exchange rate as on seven days prior to the date of Techno-Commercial bid opening shall be used v) The term 'date of bid opening' would mean the date of Techno-Commercial bid opening. vi) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected. vii) The Consortium shall necessarily identify one of the partners as lead partner. viii) The Consortium Bidder shall provide, along with the bid, a Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected. ix) In the event of award to Consortium the performance bank guarantee, shall be in the name of all the partners of the Consortium. x) Dry (bulk) solid commodity mentioned at A above means dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3 <p>Notwithstanding anything stated elsewhere in the Bidding Documents, the Owner reserves the right to assess the capabilities and capacity of the Bidder / its collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.</p>

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<p>27.0</p> <p>28.0</p> <p>29.0</p> <p>29.1</p>	<p>The physical assessment shall include but not be limited to the assessment of the office/facilities/reference work by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of Bid.</p> <p>The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding document</p> <p>INTEGRITY PACT</p> <p>Bidders are required to unconditionally accept the “Integrity Pact (IP)” (executed on plain paper) as per Annexure- M1 To Volume-IV, to the Bidding Documents which has been pre-signed by the Owner, and submit the same duly signed on all pages by the Bidder’s authorized signatory along with the bid. Where the Consortium(s)/ Consortium are permitted to participate in the bid pursuant to ITB clause 25.0, the signing of Integrity Pact (IP) by all CONSORTIUM Partner(s)/ Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in a separate sealed envelope as per provision of ITB clause 12.2. Bidder’s failure to comply with the aforesaid requirement regarding submission of ‘Integrity Pact (IP)’ shall lead to outright rejection of the bid and in such case the bids shall be returned unopened to the bidder.</p> <p>Not used</p> <p>CORRUPT OR FRAUDULENT PRACTICES</p> <p>The Owner requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Owner:</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 Owner, 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 Owner of the benefits of free and open competition;</p> <p>(b) will reject a proposal 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 Owner.</p>

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30.0	<p>INDEPENDENT EXTERNAL MONITORS (IEMS):</p> <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 names of Independent External Monitor(s) (IEMs) who have been appointed by EMPLOYER, in terms of Integrity Pact (IP) which forms parts of the EMPLOYER Tenders/Contracts are provided at NTPC website http://www.ntpctender.com (under the tab 'Integrity Pact').</p> <p>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 EMPLOYER or directly with the IEMs at following Address:</p> <p>Shri Devndrea Kumar Pathak, IPS (Retd.) (Email: pathak56515@gmail.com)</p> <p>Dr. T.M. Bhasin, Former Vigilance Commissioner (CVC) (Email: tmbhasin@gmail.com)</p> <p>Shri Venugopal K. Nair, IPS (Retd.) (E-Mail: vgknair@gmail.com)</p> <p>"The IEMs' Secretariat, Contracts Services, 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 Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors/Consortium Partners/Consortium member with confidentiality.</p> <p>The Nodal officer for necessary coordination in this regard shall be as under:</p> <table border="0"> <tr> <td data-bbox="391 1702 422 1736">(i)</td> <td data-bbox="486 1702 893 1769">GM(CS)/AGM(CS) heading the concerned group</td> <td data-bbox="1061 1702 1356 1769">if the issue pertains to Contract Services</td> </tr> <tr> <td data-bbox="391 1803 422 1836">(ii)</td> <td data-bbox="486 1803 877 1870">Head of Contracts & Materials Department</td> <td data-bbox="1061 1803 1356 1870">if the issue pertains to regional office</td> </tr> <tr> <td data-bbox="391 1915 422 1948">(iii)</td> <td data-bbox="486 1915 893 1948">Head of concerned department</td> <td data-bbox="1061 1915 1356 1982">if the issue pertains to other departments</td> </tr> </table>	(i)	GM(CS)/AGM(CS) heading the concerned group	if the issue pertains to Contract Services	(ii)	Head of Contracts & Materials Department	if the issue pertains to regional office	(iii)	Head of concerned department	if the issue pertains to other departments
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(iii)	Head of concerned department	if the issue pertains to other departments								

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<p data-bbox="256 327 316 353">31.0</p>	<p data-bbox="392 219 1358 286">(iv) Head of Project if the issue pertains to Project/Plant</p> <p data-bbox="392 327 1378 353">POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS</p> <p data-bbox="392 405 1406 629">The Employer has in place a Policy for withholding and Banning of Business Dealings as enclosed at General Conditions of Contract (GCC) of the Bidding documents. 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 withholding and Banning of Business Dealings.”</p> <p data-bbox="392 680 1406 779">Acceptance of the Banning Policy is to be given on-line by accepting the following attribute in General Technical Evaluation at NTPC e-tender portal:</p> <p data-bbox="392 824 1358 853">“Do you accept Withholding & Banning of Business Dealing Policy?”</p> <p data-bbox="392 898 1406 958">Acceptance of above attribute shall be considered as Bidder’s confirmation that Bidder unconditionally adheres to NTPC’s Banning policy.</p> <p data-bbox="256 1025 316 1052">32.0</p> <p data-bbox="392 1025 1406 1099">“Restrictions on procurement from a Bidder of a country which shares a land border with India”</p> <p data-bbox="256 1144 316 1171">32.1</p> <p data-bbox="392 1144 1406 1317">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 General Conditions of Contract (GCC).</p> <p data-bbox="392 1346 1406 1518">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 data-bbox="392 1547 1406 1682">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 GCC.</p> <p data-bbox="392 1720 1406 1921">However, the said requirement of registration will not apply to bidders/ sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p data-bbox="256 1951 316 1977">32.2</p> <p data-bbox="392 1951 1406 2018">“Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial</p>

CLAUSE NO.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>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>
32.3	<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>
32.4	<p>“Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” as mentioned in 32.1 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 beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
32.5	<p>The beneficial owner for the purpose of clause “32.4” above will be as under;</p> <ul style="list-style-type: none"> a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ul style="list-style-type: none"> 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; 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; <ul style="list-style-type: none"> 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; 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;

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32.6	<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>An Agent is a person employed to do any act for another, or to represent another in dealings with third perso</p>

TERMS & CONDITIONS OF REVERSE AUCTION

Against this Tender enquiry for the subject package with detailed scope of supply as per bidding document, NTPC shall resort to “REVERSE AUCTION PROCEDURE”.

BUSINESS RULES AND TERMS AND CONDITIONS OF REVERSE AUCTION

- A.** Against this Tender enquiry for the subject package with detailed scope of Services as per bidding document, NTPC shall resort to “REVERSE AUCTION PROCEDURE”. The philosophy followed for Reverse Auction shall be English Reverse (No ties).
- B.** Only those bidders who have submitted the “Price Bid alongwith Price Schedule’ within the scheduled time and who are considered technically and commercially responsive, shall be eligible to participate in RA process.
- C. Schedule for Reverse Auction:** The Scheduled date & time of conductance of Reverse Auction (RA) shall be informed later after Price Bid Opening.

D. Auction extension time :

Auction extension time: If a bidder places a bid in the last 8 (Eight) minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction’s duration shall get extended automatically for another 8 (Eight) minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 8 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 8 (Eight) minutes. In case, there is no bid in the last 8 (Eight) minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. All bidders, regardless of their previous position, can submit their bid during the extension period also.

- E. Post auction procedure:** NTPC will proceed with the Lowest Bid received in the Reverse Auction for further processing and award considerations.

F. Procedure of Reverse Auctioning

- i. **Online Reverse Auction:** The ‘Opening Price’ i.e. start price for RA will be the as decided by NTPC in INR.
- ii. Bid Decrement shall be in absolute value of INR 50,00,000/- only.
- iii. For participating in Live Auction,
 - Bidders shall login using their login ID & Password and then using DSC. For access to the Auction site, the URL to be used is <https://eprocurmentpc.nic.in>

- Click on My Auctions button given in left side of page, to view Auction details for which Techno-Commercially qualified.
- Click on Live Auction Button.
- Click on View button to participate in interested Auction.
- There is List of qualified Lots in which Bidder can participate against selected Auction.
- Click on Hammer Icon to participate in the respective lot.
- On clicking Hammer Icon, system will show Start price, Decremental price and Current price against lot. Current Price is appears as Blank in case no bidder has offered price.
- Enter your Price in 'My Auction Price' in INR by offering a price lower than the "Current Price" (displayed on Reverse Auction webpage of e-tender portal) after reducing it by exact multiples of Decremental Price in absolute figure, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- the "Current Price" (displayed on Reverse Auction webpage of e-tender portal) after reducing it by exact multiples of Decremental Price in absolute figure, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- By entering the price in the "My Auction Price" field and pressing for digitally signing of price, a confirmation prompt showing total Bid Price shall appear on the screen which is required to be confirmed. In case of any mistake in entering the price, click on the "No" button to re-enter the Prices.
- In case the Prices are accepted by the system, it prompts "Auction value signed successfully" otherwise message "quoted price should be less than the current auction price and in multiples of Decremental price"
- If price is accepted for digital signing, then press "submit" button for final submission of Auction value.
- System will show your Latest Price Quoted and system will also show Least Amount which any Bidder would have quoted.

iv. After completion of the online Reverse Auction, the Closing Price (CP) shall be available for further processing.

- G.** If no bid is received in the auction system/ website within the specified time duration of the online RA, then NTPC will proceed with the Bid Price received through e-tendering for further processing.
- H.** Online Reverse Auction shall be conducted by NTPC on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

Bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. NTPC shall not be responsible for such eventualities.

- I. Bidders are advised to get fully trained and clear all their doubts such as quantity being auctioned, tender value being auctioned, auction rules etc.
- J. After completion of the Reverse Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit item wise price break up for all the items to NTPC in the prescribed format / price break up sheet {Price Schedule-Excel Sheet uploaded by NTPC in tender document section in e-tender portal} within 1 working day of conclusion of the Reverse Auction.

While preparing item wise price break up, L1 Bidder shall apply uniform % discount over the original items rate quoted in the Price Schedule-Excel Sheet except on Railway Freight, in order to arrive at the final Total Price of the Package after completion of RA. Accordingly, the L1 bidder shall submit such item wise price break up, duly filled in Price Schedule-Excel Sheet uploaded by NTPC in e-tender portal.

Bidder to note that the final Total Price of the package as per item wise detailed break-up shall not exceed the final Total Price of the Package received after completion of RA, which means any difference due to approximation shall be adjusted to auction price received.

- K. Any variation between the final bid value and that in the confirmatory price breakup, except approximation made in final bid value, sent through registered e-mail will be considered as tampering the tender process and will invite action by NTPC as per extant guidelines in vogue.
- L. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction :
 - i. Start Price
 - ii. Decrement Price in INR
 - iii. Current Price (Total Bid Price)
- M. Upon receipt of the system report after completion of the Online Reverse Auction, L1 will be considered for further processing. NTPC's decision on award of contract shall be final and binding on all the Bidders.
- N. NTPC reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason
- O. NTPC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of NTPC shall be binding on the bidders.
- P. Other terms and conditions shall be as per bidder's techno-commercial offers and as per NTPC's bidding documents and other correspondences, if any, till date.
- Q. Bidders shall ensure online submission of their 'Total Price' within the auction period.
- R. NTPC will provide all necessary training and assistance before commencement of reverse auction. NTPC, in case so required, shall arrange to demonstrate/ train the bidder or

bidder's nominated person(s), without any cost to bidders. NTPC shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with Reverse Auction manual.

- S.** In line with the provisions of bidding document, NTPC provided the Price Schedule format in MS EXCEL which will help to arrive at "Total Price of the package" for Evaluation. Bidder may take help of the excel sheet and keep it ready for keying in their Bid Price during the Reverse Auction.
- T.** Reverse auction will be conducted as per Server System Clock.
- U.** After conclusion of the Reverse Auction event, the lowest bidder has to e-mail from its registered e-mail id, the itemized breakup of the final prices quoted during the online Reverse Auction duly signed by the authorized person, in the prescribed Price Schedule-Excel Sheet format including that of line items, if required, within 2 working days of Auction end time without fail.
- V.** Bidders should acquaint themselves of the 'Business Rules and Terms and Conditions of Reverse Auction' stipulated in this Chapter.
- W.** If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant guidelines, shall be initiated by NTPC.
- X.** The Bidder shall not divulge either his Bids or any other exclusive details of NTPC to any other party.
- Y.** Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
- Z.** Bidders should also note that:
 - i. Bidders may note that, although extension time is '8 (Eight)' minutes, 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 to the server for the visibility to the NTPC. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.
 - ii. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details.
 - iii. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in "Contact Us" link provided on home page of NTPC e-tender portal.
 - iv. NTPC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
 - v. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

VOLUME – II

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:

- (a) **“Coal”** wherever used in these tender documents shall mean and include “Imported Steam Coal of origin other than India”.
- (b) **“Contract”** means the Contract/Agreement entered into between NTPC and the Contractor, together with the Contract Documents referred to therein; shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).
- (c) **“GCC”** means the General Conditions of Contract hereof.
- (d) **Contract Price** means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) **Bidder** means the party to whom the Invitation for Bid is issued and who submits its Bid.
- (f) **“Contractor”** means the person(s) whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (g) **Government** means the Government of India.
- (h) **Local Currency** means the currency of the Government of India i.e. Indian Rupees.
- (i) **Party** means NTPC or Bidder, as the case may be, and "Parties" means both of them.
- (j) **Personnel** mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.
- (k) **Services** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract.

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	<p>(l) MT or Ton or Tonne means Metric Tonne which is equivalent to 1000 Kg.</p> <p>(m) Quarter - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>(n) “Site” or “Station” means the Power Plant where the supplies of imported coal are to be made.</p> <p>(o) “Owner” or “Purchaser” or “Employer” means NTPC Limited and includes the legal successors or permitted assigns of the Puchaser or Owner or Employer.</p> <p>(p) IWAI- Inland Waterways Authority of India</p> <p>(q) “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)</p> <p>(r) “Sub-contractor from a country which shares a land border with India” means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>(s) The beneficial owner for the purpose of clause “(r)” above will be as under;</p>

GENERAL CONDITIONS OF CONTRACT (GCC)

a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- 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; 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;

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;

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;

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;

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.

(t) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.0 CONTRACT DOCUMENTS

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative complementary and mutually explanatory. The Contract shall be read as a whole.

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	<p>2.2 The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.</p> <p>2.3 The Contractor shall provide free of cost to the Owner all the data, and descriptive materials submitted with the bid, in at least three (03) copies to form a part of the Contract immediately after Notification of Award.</p> <p>2.4 Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Owner with twenty (20) copies of electronic version of the signed Contract Agreement on CD-ROM within thirty (30) days of its signing.</p>
3.0	INTERPRETATION
	<p>3.1 Language</p> <p>3.1.1 Unless the Contractor is a national of the Owner's country and the Owner and the Contractor agree to use the local language, 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>3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p> <p>3.1.3 "The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India"</p>
	<p>3.2 Singular and Plural</p> <p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>
	<p>3.3 Headings</p>

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	<p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p>
3.4	<p>Persons</p> <p>Any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.</p>
3.5	<p>Incoterms</p> <p>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.</p> <p>Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.</p>
3.6	<p>Construction of the Contract</p> <p>The Contract to be entered into between the Owner and the Contractor shall be on FOR NTPC Power Plant(s) basis.</p>
3.7	<p>Entire Agreement</p> <p>Subject to GCC Sub-Clause 15.4 hereof, the Contract constitutes the entire Agreement between the Owner and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
3.8	<p>Amendment</p> <p>No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.</p>
3.9	<p>Independent Contractor</p>

GENERAL CONDITIONS OF CONTRACT (GCC)

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, Consortium or other joint relationship between the parties hereto i.e. NTPC and the Contractor.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the owner.

3.10 Consortium

If the Contractor is a consortium of maximum three (03) firms they shall be jointly and severally bound to the Owner for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium shall not be altered without the prior consent of the Owner.

3.11 Non-Waiver

3.11.1 Subject to GCC Sub-Clause 3.11.2 below, 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.

3.11.2 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.

3.12 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect

CLAUSE NO.	GENERAL CONDITIONS OF CONTRACT (GCC)	
		<p>the validity or enforceability of any other provisions and conditions of the Contract.</p> <p>3.13 Country of Origin</p> <p>“Origin” means the place (other than India) where the coal for the supplies are mined, or produced, and from which the Supplies are provided. The origin of goods is distinct from the nationality.</p> <p>4.0 NOTICES</p> <p>4.1 Unless otherwise stated in the 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.</p> <p>4.1.1 Any notice sent by cable, telegraph, facsimile or telex shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.</p> <p>4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>4.1.3 Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.</p> <p>4.1.4 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 party in writing.</p> <p>5.0 GOVERNING LAWS</p> <p>The Contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The court of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p> <p>6.0 SETTLEMENT OF DISPUTES</p> <p>6.1 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</p>

GENERAL CONDITIONS OF CONTRACT (GCC)

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. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

6.2 Resolution of Dispute through Expert Settlement Council

If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

6.2.1 Invitation for Conciliation:

6.2.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. 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.

6.2.1.2 Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.

6.2.1.3 If the party initiating Conciliation does not receive a reply within thirty 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.

6.2.2 Conciliation:

GENERAL CONDITIONS OF CONTRACT (GCC)

6.2.2.1 Where Invitation for conciliation has been furnished under GCC sub clause 6.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.

6.2.2.2 ESC will be formed from experts comprising three members from the panel of conciliators maintained by NTPC. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.

6.2.2.3 The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, Retired Judges, Retired Directors/ Chairman 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 and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

6.2.3 Proceedings before ESC:

6.2.3.1 The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.

6.2.3.2 The parties shall file their claim and counterclaim in the following format

- a. Chronology of the dispute
- b. Brief of the contract
- c. Brief history of the dispute
- d. Issues

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Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

e. Details of Claim(s)/Counter Claim(s)

f. Basis/Ground of claim(s)/counter claim(s)
(along with relevant clause of contract)

Statement of claims shall be restricted to maximum limit of 20 pages.

6.2.3.3 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.

6.2.3.4 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 NTPC 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.

6.2.3.5 ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD, NTPC may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.

6.2.3.6 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

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travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

6.2.4 Fees & Facilities to the Members of the ESC

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:

Sl. No.	Fees/ Facility	Entitlement
1	Fees	As paid to NTPC Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs 10,000 for attending meeting to authenticate the settlement agreement. - max. of Rs. 2,10,000 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.

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8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
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Aforesaid fees is subject to revision by NTPC from time to time and subject to government guidelines on austerity measures, if any. All the 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.

6.2.5 If decision of NTPC is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the ESC members. Parties are free to terminate conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

6.2.6 The parties shall keep confidential all matters relating to the conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.

6.3 Arbitration

6.3.1 If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses 6.1 & 6.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), 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. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount 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 claim amount is only up to Rs. 5 lakhs.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-

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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.

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.

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. The parties shall not invoke arbitration other than in the case of completion of the Facilities or the termination of the contract as mentioned above.

Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department /Enterprise /organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of Rs 25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved through Conciliation as brought out at GCC Sub Clause 6.2 above.

6.3.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub-Clause 6.3.1 above, shall be finally settled by arbitration.

6.3.3 Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NTPC from the List of empanelled Arbitrators of NTPC in the following manner :-

- a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.
- b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NTPC to appoint another person in his place in the same manner as aforesaid. Such person

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shall proceed with the reference from the stage where his predecessor had left.

c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.

d) Arbitrator shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
Up to Rs.50 lakhs	Rs.10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.
Above Rs.50 lakhs to Rs.1 Crore	Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.
Above Rs.1 crore and up to Rs.5 Crore	Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.
Above Rs. 5 Crore and up to Rs.10 Crore	Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.
Above Rs.10 Crore	Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.

If the 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 as brought out above.

e) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to 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.

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	<p style="text-align: center;">(ii) 60% of the fees if the Hearing has commenced.</p> <p style="text-align: center;">(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.</p> <p>f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <p style="text-align: center;">(i) 40 % of the fees on Completion of Pleadings.</p> <p style="text-align: center;">(ii) 40% of the fees on Conclusion of the Final Hearing.</p> <p style="text-align: center;">(iii) 20% at the time when arbitrator notifies the date of final award.</p> <p>g) 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.</p> <p>h) The Arbitration shall be held at Delhi only.</p> <p>i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p> <p>6.34 In case the Indian Contractor is a Central Government Department/Enterprise/organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be referred for resolution to the Permanent Machinery of Arbitrators (PMA) of the Department of Public Enterprises, Government of India as per Office Memorandum No. 4(1) 2011-DPE(PMA)-GL dated 12.06.2013 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.</p> <p>6.4 Notwithstanding any reference to the Adjudicator or arbitration herein,</p>

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<p>7.0 CONTRACTOR'S RESPONSIBILITIES</p>	<p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree</p> <p>(b) the Owner shall pay the Contractor any monies due to the Contractor.</p> <p>7.1 The Contractor shall supply imported coal at NTPC Power Plant(s) with due care and diligence in accordance with the Contract.</p> <p>7.2 The Contractor shall confirm that it has entered into this Contract on the basis of a proper examination of the data relating to the Supplies provided by the Owner, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Supplies as at the date seven days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Supplies.</p> <p>7.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's personnel and entry permits for all imported coal. The Contractor shall acquire all other permits, approvals and/or licenses hereof and that are necessary for the performance of the Contract.</p> <p>7.4 The Contractor shall comply with all laws in force, including in the country where the Coal Supplies are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.</p> <p>7.5 Passage of Title :</p>

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		<p>The title of shipment shall pass on from Contractor to owner shall takes place at respective NTPC stations upon receipt of Imported Coal.</p>
8.0 CONTRACT PRICE	<p>8.1</p> <p>8.2</p>	<p>The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.</p> <p>The Contract Price shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, in accordance with provisions of the Contract Agreement.</p>
9.0 TAXES AND DUTIES	<p>9.1</p> <p>9.2</p> <p>9.2.1</p> <p>9.2.2</p> <p>9.3</p>	<p>Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor and its employees by all municipal, state or national government authorities in connection with the delivery of imported coal to NTPC Plants supplied from country of origin other than India.</p> <p>Owner shall bear and reimburse the GST applicable on supply of Imported Coal on FOR NTPC stations basis along with GST Compensation Cess in accordance with the terms of Payments to the contractor based on the rates prevailing at the time of receipt of imported coal at NTPC Plants.</p> <p>The Contractor shall be required to avail any concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract. The Contractor shall be solely responsible for availing any such concessional duty. The contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty.</p> <p>Bidders may note that in case of importing coal from ASEAN countries/ Indonesia, they shall be required to avail the concessional custom duty, provided the impact of the concessional duty is beneficial to the Owner. As per the Circular dated 21.10.2013, the prevailing Basic Customs Duty (BCD) @ 'Nil' in case of importing coal from Indonesia.</p> <p>Not used</p>

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9.4 For the purpose of the Contract, it is agreed that the Contract Price shall be based on applicable taxes and duties prevailing at the date seven days prior to the last date of submission of Techno-commercial bid. Except for GST on FOR Coal Price and GST Compensation Cess on supply of Imported Coal on FOR basis at NTPC plants, Contractor shall include all other Statutory Taxes, Duties & Levies, Stamp duty etc. in their Bids. While quoting, the Contractor is to take into account all the rules, regulations & notifications of Government of India, currently in vogue. For avoidance of doubt, it is clarified that for payment/re-imbursement purpose, variation in GST on supply of Imported Coal on FOR basis at NTPC plants along with GST Compensation Cess shall be dealt with in line with the provisions under clause 9.4.1 and 13.0 of GCC.

9.4.1 With reference to GST on FOR Coal Price and GST Compensation Cess, if rates of Tax and Duties are increased or decreased, a new Tax / Duty is introduced, an existing Tax / Duty is abolished, or any change in interpretation occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account such change pertaining to GST on FOR Price and GST Compensation Cess by addition to the Contract Price or deduction there from, as the case may be, in accordance with GCC Clause 13.0 (Change in Laws and Regulations) hereof.

9.5 For the purpose of payment/reimbursement to the Contractor on account of GST on FOR Coal price, the impact of Indexation on C&F Coal Price on “Component of Price Schedule”, shall be considered.

9.6 The GST on FOR Coal Price and GST Compensation Cess shall be reimbursable by the Owner, as detailed hereinabove at Para 9.2, upon submission of documentary evidence. Further, notwithstanding the aforesaid, any increase in GST and GST Compensation Cess on the Contract Price shall not be payable or reimbursable by Owner, if such increase is on account of delayed delivery by the Contractor.

9.7 Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Contractor is

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	<p>solely responsible to get such ITC from the concerned authorities. NTPC shall have no role in availing such benefits.</p> <p>9.8 Not Used.</p> <p>9.9 Income Tax</p> <p>As per Indian Income Tax Act & Rules, Owner is required to deduct Income Tax at source from all the payments to be made to non-resident/Foreign Contractor. For this purpose, the contractor shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall be required to submit the PAN details to the Owner before the submission of the first bill.</p> <p>The Owner shall be authorized to deduct applicable tax at source from the Contractor's payment becoming due.</p>
<p>10.0 COMMENCEMENT/ COMPLETION AND MODIFICATION OF CONTRACT</p>	<p>10.1 Effectiveness of Contract:</p> <p>The Contract shall come into force with effect from the date of issuance of Notification of Award.</p> <p>10.2 Completion of Contract:</p> <p>Notwithstanding anything to contrary contained in the Contract, the time for completion of Contract shall be 6 months or extended period, if any, from the date of Notification of Award.</p> <p>10.3 Modification:</p> <p>Modification of the terms and conditions of the Contract, including any modification of the Scope of work or of the Contract Price may only be made by written Agreement between the parties.</p>
<p>11.0 PAYMENTS TO THE</p>	

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CONTRACTOR

11.1 Payment will be made to the account of the Contractor according to the payment terms stated here-in-after, based on the certification of Engineer-in-Charge at respective NTPC Power Plant. Respective NTPC Plant shall process the payments after the conditions listed for such payment have been met, and the Contractor has submitted an invoice to respective NTPC Plant specifying the amount due.

The payments to successful Bidder shall be made in equivalent Indian Rupees for FOB Coal Price, Ocean Freight & Marine Insurance Charges.

For other Scope of work, including Port & Inland Handling, the payments to the Successful Bidder shall be made in Indian Rupees.

In case of payments to Consortium, NTPC may release payment to the Leader and/or to any of the Consortium Partner (s) duly authenticated by the Leader. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a Consortium.

Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.

The Exchange rates for the purpose for various stages shall be considered as detailed in "Reference Exchange Rate under Terms of Payment" under Clause 12.4. The payments for other Scope of work including Port & Inland Handling shall be made in Indian Rupees.

11.2 The initial payments, and all other supply payments, including Port Charges, Inland Handling charges, Insurance, taxes and duties (wherever admissible) etc. shall be made direct to the Contractor by the Employer and no L/ C shall be established by the owner for such payments. Bidder shall furnish the details of Bank Account in a prescribed format (Annexure-S of Vol. IV) along with the Bid in order to facilitate the owner to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding

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documents, the Bidder shall immediately inform the NTPC. The Bidder shall hold NTPC harmless and NTPC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the NTPC in the prescribed form without intimation to NTPC duly acknowledged.

11.3 Payment shall be released on submission of invoice in quadruplicate along with supporting documents to the respective NTPC Power Plant, verifiable by the respective NTPC Plant. The documents shall also include those for indices based on formulae for fixation of price for supply of imported coal to NTPC, linking the FOB Coal Prices & Ocean Freight with the details of indices & publication. Payment shall be released within seven (7) working days of receipt of invoice complete in all respect with supporting documents pursuant to the Contract.

12.0 PAYMENT TERMS

The payment shall be released to the account of Contractor in three stages i.e. Initial Payment, Interim Payment and the Balance Payment.

The payments to successful Bidder shall be made in equivalent Indian Rupees for FOB Coal Price, Ocean Freight & Marine Insurance Charges.

For other Scope of work, including Port & Inland Handling, the payments to successful Bidder of Domestic entity as well as successful Bidder and/or the Partner (in case of Consortium) of Foreign entity, shall be made in Indian Rupees.

In case of payments to Consortium, NTPC may release payment to the Leader and/or to any of the Consortium Partner (s) duly authenticated by the Leader. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a Consortium.

Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.

12.1 Initial Payment (Interest Bearing)

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	<p>85% of C&F Coal Price of consignment shall be released (as advance to be adjusted subsequently at the time of Interim Payment) upon shipment of vessel from load port based on the quantity and quality parameters of coal as specified in Volume III of Bidding documents at Load Port, on fulfillment of the following conditions:</p> <ol style="list-style-type: none"> <li data-bbox="683 510 1406 678">i. Submission of Proforma Invoice in quadruplicate along with related coal price indices (<i>Exchange rate, if applicable, for Coal Price shall be based on Reference Exchange Rate as on the date of Bill of Lading</i>) <li data-bbox="683 719 1406 846">ii. Submission of an unconditional Bank Guarantee (as per specified format) covering 85% of C&F Coal Price of the shipment i.e. equivalent of initial payment claimed. <li data-bbox="683 887 1406 1193">iii. Fax/photocopy of shipping documents which shall include (1) Bill of Lading; (2) Certificate of Country of Origin*; (3) Insurance certificate for the cargo; (4) Load Port Analysis certificate of IIA (5) Certificate of quantity. (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine (s) shall be from the list of mine (s) as declared by the contractor in their bid]. *[In case importing coal from ASEAN Countries, ASEAN India Free Trade Area Preferential Tariff Certificate of Origin (Form A1) shall be submitted] <li data-bbox="683 1406 1406 1608">iv. Submission of unconditional Bank Guarantee towards Contract Performance Security (as per specified format). Subsequent to submission of the same initially, the copies of the BG shall be submitted along-with subsequent Invoices. <li data-bbox="683 1648 1406 1753">v. Supporting document for exchange rate conversion, from US\$ to Indian Rupee, if applicable. <p>The Bank Guarantee, towards interest bearing initial payment, shall be furnished and shall be initially kept valid for 90 (ninety) days from the date of Bill of Lading (B/L). However, in case of delay in supply of coal to the respective power Plant beyond 90 days, validity of the Bank Guarantee shall be extended corresponding to such quantity of coal not delivered</p>

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(to be certified by site Engineer-in-Charge) by period of such expected delay or 30 days, whichever is higher.

Initial payment shall be interest free for the first 30 days period from the date of release of the initial payment for delivered quantity of coal beyond which interest shall be levied. Interest shall be levied for the quantity of coal received beyond the 30 day period, separately for each consignment received at the power Plant and shall be reckoned from 31st day of the date of release of the initial payment for the corresponding shipment till the date of receipt of such entire consignment at the power Plant and interest shall be recovered from the corresponding bill.

Initial payment corresponding to the undelivered quantity of coal at Power Plant after supply of the last consignment of the corresponding shipment shall be deducted along with interest thereon from the subsequent payments. It is clarified that interest period for such undelivered quantity of coal shall be reckoned from the date of release of initial payment till the actual date of adjustment of initial payment corresponding to the undelivered quantity. Once the whole of initial payment along with the applicable interest, if any, against a shipment of vessel is fully adjusted, the corresponding BG shall be discharged.

Any event of Force Majeure conditions or otherwise, of whatsoever nature, shall not entitle the contractor to claim any exemption or rebate in payment of interest beyond the 30 days exemption period as stated hereinabove .The applicable rate of interest shall be @ 8.5 % fper annum for payment made in Indian Rupees and/or 6 % per annum for payment made in USD.

If the amount payable under any interim bill is not sufficient to cover the due deduction, the deductions for the balance outstanding interest amount and other deductibles there from, shall be recovered from the next payment immediately becoming due.

In case the Contractor is not opting for initial payment and/or does not provide Bank Guarantee, Initial Payment shall be released upon receipt of coal at the power Plant end for the quantity of coal received, along with Interim Payment hereinafter.

12.2 Interim Payment

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5% of C&F Coal Price, 100% of Marine Insurance, 90% of Railway Freight/ IWT Freight, 90% of Other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges and 100% reimbursement of GST on FOR Coal price and GST Compensation Cess, if any, shall be released after adjusting any outstanding dues including interest on initial payment on receipt of consignment by NTPC at Power Plant and on fulfillment of the following conditions:

- i. Submission of Regularizing Invoice in quadruplicate based on the actual quantity of coal measured at NTPC Power Plant, after making adjustments for C&F payment already made by NTPC, as per the format given in **Annexure-Q**, of Vol. IV of bidding documents. The consignment at Plant end, for payment purpose, shall imply the Rake/Barge quantity.

(Exchange rate, if applicable, for CIF Coal Price, for the purpose of payment, shall be based on Reference Exchange Rate as on as on the date of receipt of such consignment by NTPC at Power Plant).

In case actual date of receipt of consignment(s) by NTPC at power plant (s) is beyond the Delivery Schedule for the entire quantity (Referred in Volume III), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the reference exchange rate as applicable on the actual date of Delivery at NTPC power plant (s), whichever is lower, shall be applicable for the purpose of payment.

Initial Payment made to the Contractor, as per clause 12.1, shall be considered as advance and shall be adjusted while releasing Interim Payment.

- ii. Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee, if applicable
- iii. Submission of documentary evidence and original certificate for payment of Customs duty, GST, Cess & Surcharge, if any, paid Submission of documentary evidence for payment of Railway freight. Copy of the 'Bill of Entry' shall be submitted along with above documents.

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- iv. Submission of documentary evidence of payment of IWT freight to NTPC designated CTA, in case of transportation of coal through inland waterways to Farakka.
- v. Submission of original documents/ certificate of (1) Original Bill of Lading, (2) Certificate of Country of Origin* (3) Insurance certificate for the cargo (4) Load Port Coal Quality Analysis certificates of IIA (5) Certificate of quantity; (6) Submission of certificate indicating the Mine (s) from which the coal has been sourced [the name of mine (s) shall be from the list of mine (s) as declared by the contractor in their bid], (7) Submission of original Discharge Port Coal Quality Analysis Certificates

*[In case importing coal from ASEAN Countries, ASEAN India Free Trade Area Preferential Tariff Certificate of Origin (Form A1) shall be submitted]
- vi. Original documents and one certified true copy shall be submitted by Successful Bidder. The original documents will be returned by NTPC after due verification.

12.3 Balance Payment

Balance payment i.e. 10% of C&F Coal Price, 10% of Railway Freight/ IWT Freight and Other components of FOR Coal Price comprising Port & Inland Handling charges & other incidental charges shall be released after receipt of Coal quality results at NTPC Power Plant and carrying out necessary adjustment in quantity due to quality variations on fulfillment of the following conditions:

- i. Submission of Final Invoice in quadruplicate for Final balance payment after carrying out the adjustment for quality results.

(Exchange rate, if applicable, for CIF Coal Price, for the purpose of payment, shall be based on the date of receipt of such consignment by NTPC at Power Plant)

In case actual date of receipt of consignment(s) by NTPC at power plant (s) is beyond the Delivery Schedule for the entire quantity (Referred in Volume III), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the

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reference exchange rate as applicable on the actual date of Delivery at NTPC power plant (s), whichever is lower, shall be applicable for the purpose of payment.

- ii. Submission of documentary evidence for exchange rate conversion from US\$ to Indian Rupee, if applicable.
- iii. Submission of original report of NTPC and in case of dispute, report of the third party lab for Coal Quality at NTPC Power Plant, as described in Vol. III and submission of original Discharge Port Coal Quality Analysis Certificates of IIA.
- iv. For adjustment of quantity due to coal quality variations, samples shall be taken from each rake/Barge and analysed for each rake/Barge for payment purpose as described in Vol. III. The consignment at Plant end shall imply the Rake/Barge quantity.
- v. Reconciliation of monthly supplies and payments carried out as described in Vol. III.

All elements of Price including C&F Coal price, Port & handling charges, GST and Cess & surcharge, if any, shall be based on received and adjusted Net Quantity at NTPC Power Plant. The payments made shall be reconciled and settled during the joint monthly reconciliation.

12.4 Reference Exchange Rate: for a day means the RBI/FBIL Reference Rate in Indian Rupees for US Dollars (\$), as published by Reserve Bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such Day for which such published rate is available.

Any balance adjustment because of quality and quantity shall be settled through debit/credit notes and payment thereof shall be made within 5 working days from the receipt of such debit/credit notes. If the settlements do not take place in the given time frame, NTPC reserves the right to adjust the same in the next available payment.

12.5 **Regarding lodging of claim with Railways for diverted out rakes/ wagons (Refer ITB 10.17)**

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In such cases where NTPC is required to lodge the claim, the claim amount as settled by Railways against these claim will be credited to the Successful Bidder's account by NTPC on settlement and receipt of such claim from Railways. NTPC shall not be responsible for amount of claim settled and time taken for settlement by Railways.

13.0 CHANGE IN LAWS AND REGULATIONS

If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, 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 and/or the supply period, the Contract Price shall be correspondingly increased or decreased, and/or the supply period shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. **However, these adjustments would be restricted to direct transactions between the Owner and the Contractor.** These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.

14.0 FORCE MAJEURE

Force Majeure is herein defined as any cause which is beyond the control of either party of the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of its obligation under the Agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection;
- d) Strikes and lock outs.

Burden of Proof:

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The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages.

The party, which is unable to fulfill its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Contractors or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. The contract shall be deemed to have been cancelled either partially or wholly, without any compensation to either party.

15.0 HANDLING OF DOCUMENTS / CONFIDENTIALITY

15.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

15.2 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the Supplies of imported Coal. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than Supplies of imported Coal as are required for the performance of the Contract.

15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not

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	<p style="text-align: center;">previously obtained, directly or indirectly, from the other party hereto</p> <p style="text-align: center;">(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>15.4 The above provisions of this GCC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.</p> <p>15.5 The provisions of this GCC Clause 15 shall survive termination, for whatever reason, of the Contract.</p> <p>The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.</p>
<p>16.0 SUSPENSION OF OBLIGATIONS</p>	<p>The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 14.0 or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract/Agreement.</p>
<p>17.0 NO WAIVER OF RIGHTS</p>	<p>Neither the inspection by NTPC or any of their agents nor any order by NTPC for payment of money or any payment for or acceptance of, the whole or any part of the Works by NTPC, nor any extension of time, nor any possession taken by NTPC shall operate as a waiver of any provision of the Contract, or of any power reserved to NTPC, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.</p>
<p>18.0 CERTIFICATE NOT TO AFFECT RIGHT OF NTPC AND LIABILITY OF CONTRACTOR</p>	<p>Neither the payment made by NTPC nor any extension of time for execution of the Works granted by NTPC shall affect or prejudice the rights of NTPC against the Successful Bidder or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the Contractor for the payment of damages whether</p>

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due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify NTPC, nor the acceptance by them of any sum paid affect or prejudice the rights of the Contractor against NTPC.

19.0 GRAFTS, COMMISSIONS, GIFTS ETC

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with NTPC, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to NTPC resulting from any cancellation. NTPC shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.

20.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

21.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

- (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 liquidated damages to the Employer and
- (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.
- (c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any

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point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.

21.1 NO CLAIM FOR INTEREST OR DAMAGE

21.1.1 INTEREST ON MONEY DUE TO THE CONTRACTOR:

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.

21.1.2 NO CLAIM FOR INTEREST OR DAMAGE:

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 payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

22.0 MARINE INSURANCE

The Coal shall be insured by the Contractor under ICC (A) cover from warehouse to warehouse (NTPC Power Plants) for 110% of Total Contract Price including estimated GST & GST Compensation Cess. Insurance policy will be taken from any Indian Insurance Company. The Contractor shall be responsible for all claims related to material loaded but not delivered at NTPC power Plants and shall file all claims with insurance agency and Railways. However, in case of any claim settlement, necessary NOC / discharge voucher shall be issued by NTPC in Contractor's favor. The Contractor shall at its expense take out and maintain during the performance of contract such other insurances as may be required including Third Party Liability Insurance with insured amount of Rs. 50.0 lacs for anyone occurrence covering bodily injury or death suffered by third parties (including the Owner's personnel) and loss of or damage to property occurring in connection with the supply of imported coal.

23.0 TERMINATION

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In addition to provisions specified elsewhere in the bidding document, NTPC reserves the right to terminate the Contract at its sole discretion, by giving not less than ninety days written notice of termination to the Contractor. Shipment schedule already finalized and intimated to the Contractor as per Para 3 of Volume III of Bidding Documents shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract.

The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract if the Contractor sub-contracts any part of the works in violation to GCC Clause 34.0 by giving a notice of termination and its reasons therefor to the Contractor referring to this GCC clause 23.0.

24.0 DEFENSE OF SUITS

If any action in court is brought against NTPC or an agent of NTPC for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their employees, the Contractor shall in all such cases indemnify and keep NTPC or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

25.0 JURISDICTION

The courts in Delhi shall have the exclusive jurisdiction in matters arising under the Contract.

26.0 ASSIGNMENT

The Contractor shall not, without the express prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

27.0 DEFAULT / RISK PURCHASE:

The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:

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	<p>27.1 the Seller fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the Owner; or (b) the Seller fails to perform any other obligation(s) under the Contract.</p> <p>27.2 in the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, coal of similar specifications and the bidder shall be liable to the Owner for any excess costs for such similar coal. However, the bidder shall continue performance of the Contract to the extent not terminated.</p> <p>27.3 the aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of coal to the Destination TPS. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.</p>
<p>28.0 COMPLIANCE WITH GOVERNMENT ORDERS</p>	<p>The imported Coal under the Contract, is meant for the purpose of generation of power at NTPC power Plants. The Contractor shall ensure compliance of all regulations/ conventions/ policies/ guidelines/ orders etc. of Govt. of India/State in force related to any or all of the activities covered in the imports, shipping of the consignments, including but not limited to relating to TRANCHART, insurance, clearing, handling & forwarding, inland transportation and insurance etc.</p> <p>In case of any modifications in any of the provisions in respect of supply of imported coal, during the currency of the contract, the same shall become applicable and binding on Contractor and NTPC with immediate effect.</p>
<p>29.0 LIQUIDATED DAMAGES (LD)</p>	<p>The Contractor will ensure the delivery of consignment at the NTPC Power Plant as per schedule given by NTPC. In case of any delay, (other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to the contractor and delay on account of Railways) the contractor shall be liable to pay liquidated damages (LD) @1/2% (One half of the one percent) of the value of delayed consignment for each week's delay or part thereof subject to a ceiling of 5% (five percent) of the Total</p>

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Contract Price inclusive of estimated GST and GST Compensation Cess.

The end date of Plant-wise schedule for the entire quantity for respective Power Plant furnished by NTPC shall be considered for the purpose of levy of LD by the respective Power Plant.

NOTE: Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the contractor/ party along with applicable GST. Further, GST invoice towards the same shall be issued to the contractor/party.

30.0 INTEGRITY PACT

If the Employer has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), the Employer shall encash the Contract Performance Bank Guarantee, in accordance with Section-4 of Integrity Pact'.

31.0 INDEPENDENT EXTERNAL MONITORS (IEMS):

The nodal officer for necessary coordination with Independent External Monitors (IEMs) shall be as under:

- | | | |
|-------|--|--|
| (i) | GM(CS)/AGM(CS) heading the concerned group | if the issue pertains to Contract Services |
| (ii) | Head of Contracts & Materials Department | if the issue pertains to regional office |
| (iii) | Head of concerned department | if the issue pertains to other departments |
| (iv) | Head of Project | if the issue pertains to Project/Plant |

32.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM

The Owner has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for two years:

- Financial Status

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- Contract Execution Capability
- Claims & Disputes

On completion of above ineligibility period, the Contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. On receipt of such request, the performance of the Contractor shall be assessed/re-evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders’.

33.0 WITHHOLDING/BANNING

The Employer has in place a Policy for withholding and Banning of Business Dealings as enclosed at **Annexure-I** to General Conditions of Contract (GCC) of the Bidding documents. Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under any of the grounds as detailed in the said Withholding and Banning Policy.”

34. SUB-CONTRACTING

The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in **Annexure-II to GCC**. However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.

Annexure-I

Policy & Procedure for Withholding and Banning of Business Dealings – Rev 3 dated 29/08/2020

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Revisions/amendments in Policy & Procedure for Withholding and Banning of Business dealings

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Sl. No.	Clause / Para revised	Revision no.	Date of Revision	Details of Revision
1	4.1	Rev 1	16/09/2014	New line added at s. no. (t)
2	5.3	Rev 1	16/09/2014	Content of clause 5.3 modified
3	7.0 (ii)	Rev 1	16/09/2014	Content of para 7.0 (ii) modified
4	2.6	Rev 2	01/09/2017	New line added at s. no. 2.6
5	3.0 (ii) (a) (b)(c)	Rev 2	01/09/2017	Headings of para 3.0 (ii) (a) (b) (c) modified to include JVs/Subsidiaries of NTPC
6	5.10 (a)	Rev 2	01/09/2017	Para 5.10 (a) has been modified
7	8.0	Rev 2	01/09/2017	New para 8.0 has been added
8	2.1 & 2.2	Rev 3	29/08/2020	Content of Para 2.1 and 2.2 has been modified
9	3.0 (i)	Rev 3	29/08/2020	Content of Para 3.0 (i) has been modified
10	3.0 (x)	Rev 3	29/08/2020	Para 3.0 (x) is deleted
11		Rev 3	29/08/2020	(i) Amendment of provisions subsequent to formation of SSC has been done. (ii) Provisions for Suspension of business dealings has been added as insertion of new Para 6.0

Policy & Procedure for Withholding and Banning of Business Dealings

1. Introduction

- 1.1 NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.
- 2.2 The procedure for (i) Withholding of Business Dealing, (ii) Banning of Business Dealing and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines.
- 2.3 The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & system circulars issued for the similar purpose.
- 2.4 This policy comes into force from the date of its issuance.
- 2.5 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy. Further, the provisions of this policy shall also be applicable for all ongoing tenders wherein this policy has been made part of the tender documents. For tenders/ Contracts processed prior to issuance of this revision of policy, previous applicable version of the policy for the respective tender/contract shall be applicable.

- 2.6 The provisions of this Banning Policy shall also be applicable for JVs/Subsidiaries of NTPC as well.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor' to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.

- ii) **Competent Authority and 'Appellate Authority'** shall mean the following :-

- a) **For Company (entire NTPC) wide Banning for Contracts awarded/processed from Corporate Centre for NTPC and its JVs/Subsidiaries of NTPC**

The CMD shall be the 'Competent Authority' for the purpose of these guidelines. Board of Directors / Sub-committee of the Board of Directors / Group of Directors, nominated for the said purpose shall be the 'Appellate Authority' in respect of such cases.

- b) **For SSC/Region wide Banning for Contracts awarded/processed from Regions**

The Regional ED shall be the Competent Authority for the purpose of these guidelines. The CMD shall be Appellate authority in respect of such cases.

- c) **For Contracts awarded/processed from individual Projects / Units/ JVs/Subsidiaries**

The Head of Project/CEO shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director shall be the 'Appellate Authority' in respect of such cases.

- iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- iv) **'List of Enlisted Agencies** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders, etc.
- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor's performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term '**Completion of Facilities** ' as defined in the Contract.
- ix) **Standing Committee** shall mean the following :-
- a) For Contracts awarded/**processed** from Corporate Centre
- A Committee constituted for the purpose of these guidelines and comprising members from CC&M (Convener), Finance and Engineering/Indenting department. Additional member(s) from any other deptt/site/SSC/region as considered appropriate may also be co-opted on case to case basis. The level of the committee members shall be GM and above.
- b) For Contracts awarded/**processed** from SSC/Regions
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.
- c) For Contracts awarded/**processed** from individual Projects / Units
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt as considered appropriate may also be co-opted on case to case basis.

4. Withholding of business dealings

4.1 Grounds

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:

if the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the `Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract
- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the

entire Works or any portion thereof without the prior written approval of the Employer;

- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTPC prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.

4.2 Procedure

(a) For Site/SSC/Regional/Corporate Packages

The concerned department at Site/SSC/Region/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Head of Project (for Site packages)/RED (for SSC/Regional packages)/CMD (for Corporate Packages). The above draft Notice of Default to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

In case of performance related grounds pertaining to activities at Site, the Standing Committee shall act based on inputs provided by:-

- i) PP&M for Corporate awarded packages on basis of records of PRTs, Exception reports, Weekly progress meetings, Hindrance Register etc.
- ii) TS department at Regions/Site for packages awarded from Regions/SSC/Site respectively

The action for withholding of business dealings shall be initiated in those cases where 30% or more shortfall in work progress is observed with respect to agreed work schedule for the reasons attributable to the Contractor.

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the RED (for Site packages)/CMD (for SSC/Regional packages)/CMD (for Corporate packages).

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for withholding.

- (b) In cases processed by Vigilance Department, the relevant portion of order of the Competent Authority and the noting will then be extracted from the concerned file and a separate file opened to process this aspect exclusively also bringing out on the file the relevant facts appearing against the Agency leading to provisional decision of the Competent Authority. The case will then be sent to the concerned C&M department to issue a Notice of Default to the Agency concerned, and if any supplementary information is necessary, the same shall be obtained expeditiously by the Vigilance department directly, as found expedient. The cases processed by Vigilance Department including cases of Fraud will not be examined by the Standing Committee.

4.3 Notice of Default

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal deptt shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

In cases where investigation has been carried out by Vigilance Department or CBI etc., the Notice of default will also be vetted by Vigilance Department before issuance.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTPC within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the

Competent Authority. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose.

4.4 Area of Operation

A decision to withhold business dealings with any Agency for Regional/SSC/Site awarded contracts shall be restricted to such Regions/SSC/Sites only and for Corporate awarded contracts withholding shall apply throughout the Company.

For Regional/SSC/Site wise withholding of any Agency, circular for such withholding shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M) and also uploaded at intranet of respective Regions/SSC/Sites. However, in case of company wide withholding of any Agency, circular shall be issued by Corporate Contracts and uploaded at intranet of CC&M.

4.5 Effect of Withholding

The Agency, after issue of order of withholding of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of withholding, bids of the Agency shall not be rejected.

4.6 Duration of Withholding

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Revocation of Orders

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such

withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

5. Banning of business dealings

5.1 Grounds on which Banning of business dealings can be initiated

Banning of business dealings can be initiated against Agency, on following grounds :-

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System').
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years.
- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India and the ban is still in force,

- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC) or even otherwise;
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;
- s) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC.
- u) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

5.2 Procedure

(a) For Site/SSC/Regional Packages where banning is proposed at Site/SSC/Regional level respectively

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority. The draft Show Cause Notice to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of one level above the Competent Authority.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for banning.

(b) For SSC/Site Packages where Region wide banning is proposed

For SSC/Site cases, if the gravity of the misconduct is such that it would not be in the interest of the concerned Region as a whole to deal with such an Agency, the Competent Authority of the Site may put up his recommendation to RED.

(c) For Site/SSC/Regional Packages where Company wide banning is proposed

For Regional/SSC/Site cases, if the gravity of the misconduct is very serious and it would not be in the interest of NTPC as a whole to deal with such an Agency, the Competent Authority of the Site/SSC/Region may put up his recommendation to CMD through RED (for site cases), ED(CC&M) and Chief Vigilance Officer (CVO), NTPC.

(d) For Corporate Packages

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned

above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority. The draft Show Cause Notice to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of CMD.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Corporate Vigilance and Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

- (e) In cases processed by Vigilance Department, the relevant portion of order of the Competent Authority and the noting will then be extracted from the concerned file and a separate file opened to process this aspect exclusively also bringing out on the file the relevant facts appearing against the Agency leading to provisional decision of the Competent Authority. The case will then be sent to the concerned C&M department to issue a Show Cause Notice to the Agency concerned, and if any supplementary information is necessary, the same shall be obtained expeditiously by the Vigilance department directly, as found expedient. The cases processed by Vigilance Department including cases of Fraud will not be examined by the Standing Committee.

In cases where the banning is processed in Corporate Centre, arising out of an investigation by Vigilance or CBI etc., these details shall be furnished by the concerned office with minimum time gap.

5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the delinquent Agency. The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance Department before issuance. Statement containing the imputation of

misconduct or misbehavior may be appended to the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NTPC, necessary facility for inspection of documents may be provided.

In cases processed by Vigilance deptt, oral hearing shall be conducted by a separate committee (constituted on case to case basis) comprising members from C&M and Vigilance deptt. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance cases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated."

5.4 Speaking Order

The speaking order for banning the business dealing with the Agency shall be issued (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose. In cases where investigation has been carried out by Vigilance Department or CBI etc., the speaking order will also be vetted by Vigilance Department before issuance.

5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a

reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of banning

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years. However, in cases processed under provisions of Integrity pact and Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NTPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTPC then banning period of Agency shall be extended by another one year.

5.7 Area of Operation

For contracts awarded by SSC/Site, banning shall be restricted to such SSC (including tenders issued from Projects/Sites covered under such SSC)/Site only except where approval has been obtained for Company wide banning.

For contracts awarded by Region, banning shall be restricted to such Region only except where approval has been obtained for Company wide banning.

For contracts awarded by Corporate Centre banning shall apply throughout the Company.

For Regional/SSC/Site wise banning of any Agency, circular for such banning shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M). However, in case of company wide banning of any Agency, circular shall be issued by Corporate Contracts

5.8 Effect of Banning

The Agency, after issue of the order of banning of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency

has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected.

5.9 Process of reply

The Agency shall be separately advised of the decision regarding banning of business, taken in reply to their representation, if any. As regard any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned C&M Department.

5.10 Hosting at NTPC website

- a) The names of the Agencies with whom Business Dealings have been banned at Site/SSC/Region/Company level shall be hosted at NTPC website by CC&M (for company wide banning cases) and respective Sites/SSC/Regions (for respective Site/ SSC/Regional cases).
- b) If Government Departments or a Public Sector Enterprises request for more information about the Agency with whom business dealings have been banned, such additional information, as decided, may be given after due approval of the Competent Authority.

5.11 Dealing with court cases related to Banning

The Court cases arising out of the banning orders issued shall be processed by the C&M department of Project/SSC/Region/Corporate Centre, as the case may be, in consultation with the Vigilance and legal department as required.

5.12 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.13 Revocation of Orders

- a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.
- b) In all other cases, an order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- c) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

6. Suspension of business dealings

6.1 Procedure for Suspension of Bidder

The suspension of business dealings shall be done with Agency/(ies) which are alleged to have committed fraud. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.

The investigation of fraud cases shall be carried out expeditiously.

6.2 Initiation of Suspension

Action for suspension of business dealing with any Agency / (ies) shall be initiated by concerned C&M when

- (i) Vigilance Department based on the facts of the case gathered during investigation by them establish that fraud is alleged to have been committed by the Agency and recommends for necessary action as per policy provision against the Agency.
- (ii) Vigilance Department based on the input from investigating Agency like CBI etc., forward for necessary action as per policy provision against the Agency.

6.3 Suspension Procedure:

- a) Once a communication is received from Vigilance Department for considering action against an Agency, the concerned C&M dept. shall put up the proposal for “Suspension of business dealings” and “issuance of Show Cause Notice” for banning of business dealings with Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

1. the Agency is put on suspension list
2. why action should not be taken for banning the Agency for future business dealings.

The proposal for issuance of Suspension Order and Show Cause Notice shall be routed through Legal and Vigilance department.

The case shall be further processed for banning of business dealings with the Agency as per para 5 of the policy for “Withholding & Banning of Business Dealings”.

- b) The Competent Authority to approve the Suspension Order will be same as that for according approval for banning of business dealing with the Agency. The suspension of the Agency shall be considered Site specific /SSC wide/ Region wide / Company wide based on consideration of banning of business dealings with Agency.
- c) The Suspension Order would operate initially for a period not more than six (06) months and is to be communicated to Agency & also to Corporate Vigilance department. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum upto three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.
- d) The Suspension Order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended at Site / SSC/ Region / Company level shall be hosted at NTPC Intranet or Contracts website by CC&M (for company wide suspension cases) and intranet of respective Sites /SSC/ Regions (for respective Site /SSC / Regional cases) by concerned C&M deptt. During the period of suspension, no new business dealing shall be held with the Agency however such suspension shall have no impact on existing

Contract(s)/work(s) (if any). The circular for Company wide suspension of business dealing with the Agency shall be issued by Corporate Contracts.

- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.
- h) The process for putting the Agency on suspension list shall be completed within 30 days from the date of receipt of such intimation from Vigilance Department.
- i) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.4 Effect of Suspension of business:

The Agency, after issuance of the Suspension Order would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to issuance of Suspension Order, bids of Agency shall not be rejected.

7.0 During the banning/withholding/suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

8.0 Further in case of banning/withholding/suspension following would also be applicable:

(i) Participation of Agency as an Associate/Collaborator of the Main Contractor

Where Stage-I bids have been opened prior to banning/ withholding/ suspension of Agency and such Agency has been proposed as Associate/ Collaborator by any of the bidders, in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Associate/ Collaborator for such bidding.

However where opening of Stage-I bids (Two Stage Bidding) / Envelope-

I Techno-Commercial bids (Single Stage Two Envelope Bidding) has not taken place prior to banning/withholding/suspension of Agency then in such case Agency shall not be permitted to participate as Associate/Collaborator in such bidding.

(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor

After banning/ withholding/ suspension order, the banned/ withheld/ suspended Agency shall not be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material / equipment / service.

Further, if the banned/withheld/suspended agency is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the banned/withheld/suspended agency as a sub-vendor after the date of banning/withholding/suspension even though the name of the party has been approved as a sub-vendor earlier.

(iii) Procurement of spares/awarding of Contracts in operating stations

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned/suspended provided the original Equipment has been supplied/manufactured by such Agency.

9.0 For JVs/Subsidiaries of NTPC

(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the policy and procedures for withholding/ banning/ suspension of business dealings and/or Contractor Performance Feedback System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3)/ Show Cause Notice or Speaking Order for banning of business dealing (under Para 5.3 ,5.4)/ Suspension order for suspension of Business Dealing (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned

JVs/Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by appropriate Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves

The procedure prescribed in the Banning Policy for Sites shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

(iii) The Agencies with whom business dealings have been withheld/ banned/ suspended by NTPC at pan NTPC level, the business dealings with such Agencies shall be deemed to be withheld/ banned/ suspended in JVs/Subsidiaries of NTPC as well. Further, for contracts of JVs/Subsidiaries which have been processed at Corporate Centre of NTPC, business dealings withheld/ banned/ suspended with Agencies by JVs/Subsidiaries, shall be applicable to NTPC as well.

(iv) Further, for packages awarded from JVs/Subsidiaries, banning/ suspension of business dealings at pan NTPC level may be proposed under para 5.2 (c) / 6.3 of this banning policy.

(v) Further, Agencies with whom Business Dealings have been banned by JVs/Subsidiaries shall be hosted at websites of concerned JV/Subsidiary and NTPC.

Annexure-II

Policy & Procedure for Withholding and Banning of Business Dealings

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1. Introduction

- 1.1 NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.
- 2.2 The procedure for (i) Withholding, (ii) Banning and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines.
- 2.3 The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & system circulars issued for the similar purpose.
- 2.4 This policy comes into force from the date of its issuance.
- 2.5 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy. Further, the provisions of this policy shall also be applicable for all ongoing tenders wherein this policy has been made part of the tender documents.
- 2.6 The provisions of this Banning Policy shall also be applicable for JVs/Subsidiaries of NTPC as well.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.

ii) **Competent Authority and 'Appellate Authority'** shall mean the following :-

a) **For Company (entire NTPC) wide Banning for Contracts awarded/processed from Corporate Centre for NTPC and its JVs/Subsidiaries of NTPC**

The CMD shall be the 'Competent Authority' for the purpose of these guidelines. Board of Directors / Sub-committee of the Board of Directors / Group of Directors, nominated for the said purpose shall be the 'Appellate Authority' in respect of such cases.

b) **For SSC/Region wide Banning for Contracts awarded/processed from Regions**

The Regional ED shall be the Competent Authority for the purpose of these guidelines. The CMD shall be Appellate authority in respect of such cases.

c) **For Contracts awarded/processed from individual Projects / Units/ JVs/Subsidiaries**

The Head of Project/CEO shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director shall be the 'Appellate Authority' in respect of such cases.

iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

iv) **'List of Enlisted Agencies** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders, etc.

- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor's performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term '**Completion of Facilities**' as defined in the Contract.
- ix) **Standing Committee** shall mean the following :-
- a) For Contracts awarded/**processed** from Corporate Centre
- A Committee constituted for the purpose of these guidelines and comprising members from CC&M (Convener), Finance and Engineering/Indenting department. Additional member(s) from any other deptt/site/SSC/region as considered appropriate may also be co-opted on case to case basis. The level of the committee members shall be GM and above.
- b) For Contracts awarded/**processed** from SSC/Regions
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. /site as considered appropriate may also be co-opted on case to case basis.
- c) For Contracts awarded/**processed** from individual Projects / Units
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. as considered appropriate may also be co-opted on case to case basis.

4. Withholding of business dealings

4.1 Grounds

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:

if the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the 'Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract
- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.

- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTPC prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.

4.2 Procedure

- (a) For Site/SSC/Regional/Corporate Packages

The concerned department at Site/SSC/Region/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Head of Project (for Site packages)/RED (for SSC/Regional packages)/CMD (for Corporate Packages).

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof

shall be put up for approval of the RED (for Site packages)/CMD (for SSC/Regional packages)/CMD (for Corporate packages).

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for withholding.

4.3 Notice of Default

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal deptt shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTPC within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose.

4.4 Area of Operation

A decision to withhold business dealings with any Agency for Regional/SSC/Site awarded contracts shall be restricted to such Regions/SSC/Sites only and for Corporate awarded contracts withholding shall apply throughout the Company.

For Regional/SSC/Site wise withholding of any Agency, circular for such withholding shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M) and also uploaded at intranet of respective Regions/SSC/Sites. However, in case of company wide withholding of any Agency, circular shall be issued by Corporate Contracts and uploaded at intranet of CC&M.

4.5 Effect of Withholding

The Agency, after issue of order of withholding of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of withholding, bids of the Agency shall not be rejected.

4.6 Duration of Withholding

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Revocation of Orders

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

5. Banning of business dealings

5.1 Grounds on which Banning of business dealings can be initiated

Banning of business dealings can be initiated against Agency, on following grounds :-

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System').
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent

practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years.

- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India and the ban is still in force,
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC) or even otherwise;
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;

- s) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC.
- u) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

5.2 Procedure

(a) For Site/SSC/Regional Packages where banning is proposed at Site/SSC/Regional level respectively

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of one level above the Competent Authority.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for banning.

(b) For SSC/Site Packages where Region wide banning is proposed

For SSC/Site cases, if the gravity of the misconduct is such that it would not

be in the interest of the concerned Region as a whole to deal with such an Agency, the Competent Authority of the Site may put up his recommendation to RED.

(c) For Site/SSC/Regional Packages where Company wide banning is proposed

For Regional/SSC/Site cases, if the gravity of the misconduct is very serious and it would not be in the interest of NTPC as a whole to deal with such an Agency, the Competent Authority of the Site/SSC/Region may put up his recommendation to CMD through RED (for site cases), ED(CC&M) and Chief Vigilance Officer (CVO), NTPC.

(d) For Corporate Packages

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of CMD.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Corporate Vigilance and Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the delinquent Agency. The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance

Department before issuance. Statement containing the imputation of misconduct or misbehavior may be appended to the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NTPC, necessary facility for inspection of documents may be provided.

In cases processed by Vigilance deptt, oral hearing shall be conducted by a separate committee (constituted on case to case basis) comprising members from C&M and Vigilance deptt. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance cases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated

5.4 Speaking Order

The speaking order for banning the business dealing with the Agency shall be issued (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose. In cases where investigation has been carried out by Vigilance Department or CBI etc., the speaking order will also be vetted by Vigilance Department before issuance.

5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of banning

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years. However, in cases processed under provisions of Integrity pact and Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NTPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTPC then banning period of Agency shall be extended by another one year.

5.7 Area of Operation

For contracts awarded by Site/SSC, banning shall be restricted to such Site/SSC(including tenders issued from Projects/Sites covered under such SSC) only except where approval has been obtained for Company wide banning.

For contracts awarded by Region, banning shall be restricted to such Region only except where approval has been obtained for Company wide banning.

For contracts awarded by Corporate Centre banning shall apply throughout the Company.

For Regional/SSC/Site wise banning of any Agency, circular for such banning shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M). However, in case of company wide banning of any Agency, circular shall be issued by Corporate Contracts

5.8 Effect of Banning

The Agency, after issue of the order of banning of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected.

5.9 Process of reply

The Agency shall be separately advised of the decision regarding banning of business, taken in reply to their representation, if any. As regard any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned C&M Department.

5.10 Hosting at NTPC website

The names of the Agencies with whom Business Dealings have been banned at Site/SSC/Region/Company level shall be hosted at NTPC website by CC&M (for company wide banning cases) and respective Sites/ SSC/ Regions (for respective Site/SSC/ Regional cases).

5.11 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.12 Revocation of Orders

- a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.
- b) In all other cases, an order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that

specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

- c) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

6. Suspension of business dealings

6.1 Procedure for Suspension of Bidder

The suspension of business dealings shall be done with Agency/(ies) which are alleged to have committed fraud. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.

The investigation of fraud cases shall be carried out expeditiously.

6.2 Initiation of Suspension

Action for suspension of business dealing with any Agency / (ies) shall be initiated by Concerned C&M when

- (i) Vigilance Department based on the facts of the case gathered during investigation by them establish that fraud is alleged to have been committed by the Agency and recommends for necessary action as per policy provision against the Agency.
- (ii) Vigilance Department based on the input from investigating Agency like CBI etc., forward for necessary action as per policy provision against the Agency.

6.3 Suspension Procedure:

- a) Once a communication is received from Vigilance Department for considering action against an Agency, the concerned C&M dept. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

1. the Agency is put on suspension list

2. why action should not be taken for banning the Agency for future business dealings.

The proposal for issuance of Suspension Order and Show Cause Notice shall be routed through Legal and Vigilance department.

The case shall be further processed for banning of business dealings with the Agency as per para 5 of the policy for “Withholding & Banning of Business Dealings”.

- b) The Competent Authority to approve the Suspension Order will be same as that for according approval for banning of business dealing with the Agency. The suspension of the Agency shall be considered Site specific /SSC wide/ Region wide / Company wide based on consideration of banning of business dealings with Agency.
- c) The Suspension Order would operate initially for a period not more than six (06) months and is to be communicated to Agency & also to Corporate Vigilance department. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum upto three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.
- d) The Suspension Order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended at Site / SSC/ Region / Company level shall be hosted at NTPC Intranet or Contracts website by CC&M (for company wide suspension cases) and intranet of respective Sites /SSC/ Regions (for respective Site /SSC / Regional cases) by concerned C&M dept. During the period of suspension, no new business dealing shall be held with the Agency however such suspension shall have no impact on existing Contract(s)/work(s) (if any). The circular for Company wide suspension of business dealing with the Agency shall be issued by Corporate Contracts.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.

- h) The process for putting the Agency on suspension list shall be completed within 30 days from the date of receipt of such intimation from Vigilance Department.
- i) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.4 Effect of Suspension of business:

The Agency, after issuance of the Suspension Order would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to issuance of Suspension Order, bids of Agency shall not be rejected.

7.0 During the banning/withholding/suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

8.0 Further in case of banning/withholding/suspension following would also be applicable:

(i) Participation of Agency as an Associate/Collaborator of the Main Contractor

Where Stage-I bids have been opened prior to banning/withholding/suspension of Agency and such Agency has been proposed as Associate/Collaborator by any of the bidders, in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Associate/Collaborator for such bidding.

However where opening of Stage-I bids (Two Stage Bidding) / Envelope-I Techno-Commercial bids (Single Stage Two Envelope Bidding) has not taken place prior to banning/withholding/suspension of Agency then in such case Agency shall not be permitted to participate as Associate/Collaborator in such bidding.

(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor

After banning/withholding /suspension order, the banned/withheld/suspended Agency shall not be allowed to participate as Sub-Vendor in

the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material/equipment/service.

Further, if the banned/withheld/suspended agency is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchaseorder/Contract on the banned/withheld/suspended agency as a sub-vendor after the date of banning/withholding/suspension even though the name of the party has been approved as a sub-vendor earlier.

(iii) Procurement of spares/awarding of Contracts in operating stations

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned/suspended provided the Equipment has been supplied/manufactured by such Agency.

9.0 For JVs/Subsidiaries of NTPC

(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the policy and procedures for withholding/banning of business dealings and/or Contractor Performance Feedback System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3)/Show Cause Notice or Speaking Order for banning of business dealing (under Para 5.3 ,5.4)/ Suspension order for suspension of Business Dealing (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned JVs/Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by appropriate Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves

The procedure prescribed in the Banning Policy for Sites shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

(iii) The Agencies with whom business dealings have been withheld/ banned/ suspended by NTPC at pan NTPC level, the business dealings with such Agencies shall be deemed to be withheld/banned/suspended in JVs/Subsidiaries of NTPC as well. Further, for contracts of JVs/Subsidiaries which have been processed at Corporate Centre of NTPC, business dealings withheld/banned/suspended with Agencies by JVs/Subsidiaries, shall be applicable to NTPC as well.

(iv) Further, for packages awarded from JVs/Subsidiaries, banning /suspension of business dealings at pan NTPC level may be proposed under para 5.2 (c) / 6.3 of this banning policy.

(v) Further, Agencies with whom Business Dealings have been banned by JVs/Subsidiaries shall be hosted at websites of concerned JV/Subsidiary and NTPC.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association 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;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

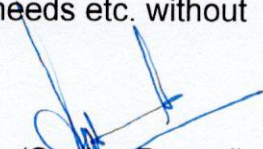
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
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To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: 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.
- 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.**

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- 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:

- i. 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.**
- ii. 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.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association 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;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the 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; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders 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.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

VOLUME - III
TECHNICAL SPECIFICATION (TS)

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
<p>4.</p>	<p style="text-align: center;">to the successful bidder by NTPC. Delivery schedule may be extended further at the sole discretion of NTPC.</p> <p>B. The Successful Bidder shall deliver the quantity allotted for supply as advised by NTPC. The shipments shall be evenly distributed over the Schedule furnished for NTPC power stations.</p> <p>C. The tentative break-up of quantity proposed to be delivered to various power stations of NTPC has been provided in the bid document at Annexure-B2.</p> <p>D. NTPC shall provide the month wise delivery schedule to the Successful Bidder one month in advance. However, NTPC reserves the right to change the delivery schedule with a prior notice of one month at its sole discretion. The successful bidder shall have no objection or reservations, claim of any nature whatsoever on NTPC for such changes in schedule.</p> <p>E. The Owner reserves the right to vary the quantity for any Plant within the Package, and/or delete for any Plant altogether during execution based on the requirement.</p> <p>F. The total package quantity shall be subject to a variation of +/- 20% at the discretion of NTPC.</p> <p>G. Net adjusted quantity supplied at each station shall be within +/- 10% of allocated quantity for that station.</p> <p>H. Under exceptional circumstances, NTPC reserves the right to award bare minimum quantity required to meet the essential operations.</p> <p>SPECIFICATIONS OF COAL</p> <p>The Steam Coal to be imported will be as per the specified range for quality parameters as furnished in Annexure B-1 of Volume-IV of bidding documents. Coal having specifications beyond specified range of the technical parameters shall not be loaded in the vessel at the load port. The Coal of specifications beyond the specified range of the technical parameters as per the specifications shall be liable for rejection by NTPC. NTPC shall not be held responsible of any financial loss to Successful Bidder in any circumstances in case of rejection.</p> <p>The imported Steam Coal to be supplied under this tender could be of any origin except India. Further NTPC has specified range for each parameter of coal and also linked the FOB prices to CERC index as well as Indonesian Coal Index ICI 3 (5000 kcal/kg GAR) and S&P Global-Platts Index (5000 kcal/kg GAR) as detailed in Pricing Methodology at Annexure-A of Volume-III. Base parameters for price basis shall be as under:</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
5.	<p style="margin-left: 40px;">Total Moisture (ARB) : 25%</p> <p style="margin-left: 40px;">Ash (ADB) : 15%</p> <p style="margin-left: 40px;">Sulphur (ADB) : 0.90%</p> <p style="margin-left: 40px;">Gross Calorific Value (ARB) : 5000 Kcal/Kg</p> <p style="margin-left: 40px;">Size(less than 2.36mm) not exceeding : 10% of quantity received at power Plant</p> <p>PRICES BASED ON INDICES</p> <p>(i) C&F Price of Coal shall be payable to the Successful Bidder based on the methodology outlined in this bidding document in various clauses.</p> <p>(ii) FOB Coal Price & Ocean Freight quoted shall be subject to variations for payment purposes, considering the specified indices on base date and weekly basis, based on indexation as per following methodologies (also further detailed in Pricing Methodology at Annexure-A of Volume-(III)) :</p> <p>A.1 FOB Coal Price</p> <p>(i) For imported coal supplied from Indonesia –</p> <ol style="list-style-type: none"> 1. Indonesian Coal Index ICI 3 (5000 Kcal/kg GAR), elaborated in the Pricing Methodology. 2. S&P Global-Platts Index (5000 kcal/kg GAR) on weekly average basis <p style="margin-left: 40px;">For the purpose of payment, the lower of price worked out based on the above two methodologies, i.e. A.i (1) and A.ii (2) shall be considered</p> <p>(ii) For imported coal supplied from countries other than Indonesia – CERC’s Modified Composite Index Methodology, elaborated in the Pricing Methodology.</p> <p>A.2 Ocean Freight</p> <p style="margin-left: 40px;">Methodology using Singapore 380 CSt bunker fuel price index (as per CERC methodology), elaborated in the Pricing Methodology including Indexation.</p> <p>A.3 Total C&F Coal Price</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
6.	<p style="text-align: center;">Total C&F Coal Price for the purpose of payment shall be the sum of the FOB Coal Price and Ocean Freight, worked out as above.</p> <p>QUANTITY DETERMINATION</p> <p>(i) Net Adjusted Quantity of coal received at NTPC power stations, i.e. quantity worked out after carrying out adjustments due to quality variations with respect to the base parameters, will be final for the purpose of assessment of executed quantity and payment.</p> <p>(ii) Quantity determination of imported coal shall be done at NTPC power stations, subject to adjustment due to variations over the base quality parameters (as at S.N. 11) if any, and payments thereof shall be based on such determination at NTPC power stations.</p> <p>(iii) The Coal delivered shall be weighed at NTPC power stations. The weight recorded by Weighment System of NTPC having an electronic print-out facility shall be taken as final after consideration of empty rake weight. For measuring the empty rake weight, tare weight of each wagon shall be taken. In case NTPC power station's Weigh Bridge is out of order, weight as determined by Railways Weigh Bridge at nearby station shall be final for determining the weight at NTPC power stations. If weigh bridge at nearest station is defective i.e. out of order or no weighbridge exist at near by station then actual RR weight will be considered as final for determination of quantity at Power Station.</p> <p style="text-align: center;">Dispute in weighment, if any, shall be raised by Successful Bidder in writing within five (5) working days after receipt of rakes at NTPC station. No request in this regard shall be entertained subsequently.</p> <p>(iv) The coal will be measured/ weighed rake-wise/ wagon-wise for the determination of quantity. In case of partial weighment of rake, the weight of un-weighed wagons shall be considered as per the nearest railway weighbridge/ RR weight as described above. The quantity determined shall also be subjected to adjustment due to quality variations.</p> <p>(v) It will be the responsibility of the Successful Bidder to inform the rake arrival time at power station in advance.</p> <p>(vi) It shall be the responsibility of the Successful Bidder to dispatch rakes under clear identification tags and distinct identification should appear in all documents so that the rake at the destination can be identified. No claim on NTPC can be made or be admissible if there is any error in determination of quality parameters due to erroneous or non-identification of rakes at power station.</p>

- (vii) The Successful Bidder shall ensure that imported coal rakes are delivered to the consigned station only. In case the rakes are diverted by Railways for any reason(s), beyond the control of the Successful Bidder, successful bidder shall furnish advance intimation and RR and other necessary details to the concerned station immediately on diversion of rake.
- (viii) All other charges like Demurrage/ Dispatch, Wharfage, Overloading/ Under-loading charges etc. as applicable for Ports and Railways shall be to the account of Successful Bidder. Any delay/ detention charges of Rakes at NTPC Power stations shall be to the account of NTPC.

7. QUALITY INSPECTION

Quality determination of imported coal shall be done at Load port, Discharge port and at NTPC power station. However, Quality of coal will be final based on the inspection results of the samples taken at NTPC power stations and payments thereof will be based on such determination at Power stations.

The Successful Bidder shall be responsible for draft survey, sampling and testing of coal samples at Load Port. List of agencies for Load Port is enclosed at **Annexure W of Volume III.**

The Successful Bidder shall be responsible for draft survey, sampling and testing of coal samples at Discharge Port. List of agencies for Discharge Port/ Transfer Point is enclosed at **Annexure W1 of Volume III.**

The costs towards draft survey, coal-sampling analysis and testing at various points i.e. Load Port and Discharge Port / Transfer Point shall be borne by the Successful Bidder.

NTPC either directly or through its authorised representative or through an Independent Inspection Agency appointed by it at its discretion and cost can carryout random checking of the sampling & analysis process at Load Port and/or Discharge Port and validate the quantity and quality parameters established by Successful Bidder as above.

i) Sampling, Preparation and Testing of coal samples drawn at Load Port/ Discharge Port (in case of Farakka Water Ways- Transfer Point)/ NTPC's Power Station end shall be carried out as per below :

Parameter	At Load Port/ Discharge Port	At NTPC Power station's end
Sampling		

CLAUSE NO.	TECHNICAL SPECIFICATION	
	Sample collection	ASTM D 2234/D 2234M-17 As per sampling Guidelines stipulated in the bidding document
	Sample preparation	
	Sample preparation	ASTM D-2013 ASTM D-2013
	Testing and Analysis of coal samples	
	GCV (ARB)	ASTM D 5865-13 ASTM D 5865-13
	Total Moisture (ARB)	ASTM D 3173/D 3173 M-17A ASTM D 3173/D 3173 M-17A
	Volatile Matter (ADB)	ASTM D 3175-18 ASTM D 3175-18
	Ash (ADB)	ASTM D 3174-12 (2018) ASTM D 3174-12 (2018)
	Proximate Analysis	ASTM D 3172-13 ASTM D 3172-13
	<i>Sulphur (ADB)</i>	<i>ASTM D 4239-18</i> <i>ASTM D 4239-18</i>
	<i>Size</i>	<i>ASTM D 4749-87(2012)</i> <i>ASTM D 4749-87(2012)</i>
	<i>HGI</i>	ASTM D 409/D 409M-16 <i>Not Applicable</i>
	IDT	<i>ASTM D 1857/D 1857M-18</i> <i>Not Applicable</i>
	<p>ii) <u>Sampling Guidelines for NTPC power station's end sample collection:</u></p> <p>The sample should be representative sample, means it should have coal of all sizes (small, medium, large), all grades (dull, shine) etc. The collected sample should represent the wagon, rake.</p> <p>The sample quantity of 3-4 Kg each in 4 increments is to be collected from every 3rd wagon of a rake i.e. 12 Kg from each wagon but it should in random. The randomness can be achieved by following:</p> <p>With the sample to be collected from every 3rd wagon, one can have 3- set of option in each rake, either start the collecting sample from-1st wagon or 2nd wagon or 3rd wagon. This can be decided by drawing of chit containing the wagon no 1,4,7,10,13----- or 2,5,8,11,14----- or 3,6,9,12,15,18----- on arrival of wagon at NTPC site.</p>	

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
	<p>Coal samples at NTPC's Power Station end, shall be drawn from each rake and prepared for analysis by NTPC or Independent Inspection Agency appointed by respective NTPC Power Stations (IIA_N) in the presence of representative of HOP, CHP, Chemist (lab) of NTPC and Successful Bidder. In case the Successful Bidder is not getting involved, while collecting of coal sample and preparing protocol for collection of coal sample, the activity of collection of coal sample should be continued and in such cases the coal sample collected by NTPC or IIA_N shall be binding on the Successful Bidder.</p> <p>Do the conning of sample, till the sample quantity is reduced to 4-5 Kg.</p> <p>Eg-Suppose one collects 12 Kg sample [3-4 Kg each in 4 increments] from 18 wagons of a rake, then total coal sample collected will be around 210 Kg per rake.</p> <p>Prepare a cone (heap) of 210 Kg and divide the cone from top to bottom and remove the half portion (left or right). Further, prepare the cone for remaining 105 Kg of coal and divide the heap and remove the coal of side opposite to the side of previous removal. Now, the balance available quantity of coal is 52.5 Kg and continue this process till the coal sample is reduced to 4-5 Kg. Out of this one (1) sample of at least 1 Kg in weight and without grinding shall be taken by NTPC for separate testing.</p> <p>Also out of remaining coal sample which has been reduced to 4-5 Kg as above prepare one (1) sample of Coal of adequate quantity without grinding for determination of Total Moisture and Size. For determining the Total Moisture and Size, NTPC shall undertake analysis at its Laboratory immediately (within one hour of sample collection) for Total Moisture and Size. Such analysis for determination of Total Moisture and Size by NTPC at its Laboratory shall be carried out by NTPC Chemist in presence of Head of Project (HOP) nominated officer and can be witnessed by Successful Bidder or his representative. If Successful Bidder wants to take the help of a testing agency for witnessing the analysis of Total Moisture and Size then he can take the help of agency as per List of Agencies for Discharge Port/ Transfer Point as enclosed at Annexure W1 of Volume III. The test certificate of Total Moisture and Size shall be signed by NTPC Chemist, HOP nominated officer and Successful Bidder or his representative, immediately after its preparation. In case the Successful Bidder is not getting involved, while analysing for Total Moisture and Size by NTPC at its Laboratory, the analysis of Total Moisture and Size should be continued and in such cases the Total Moisture and Size as determined by NTPC at its Laboratory shall be binding on the Successful Bidder. No dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. NTPC Laboratory operating hours is during the day. Accordingly, sample(s) for Total Moisture and Size collected beyond NTPC Lab operating hours shall be kept in sealed polythene bag(s) and kept in airtight container(s) under joint lock and joint custody of NTPC and Successful Bidder in NTPC Lab till determination of Total Moisture & Size. In view of the above, no Referee Sample for determination of Total Moisture and Size shall be kept.</p> <p>Grind the remaining coal sample and sieve it.</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
	<p>Prepare three (3) samples of ground Coal of adequate quantity within one (1) day of its collection and distribute as follows:</p> <p>(a) 1st sample – NTPC Sample for NTPC or IIA_N for analysis at their end</p> <p>(b) 2nd sample – Sample to Successful Bidder for testing at his end– this Sample should be taken by Successful Bidder through material exit gate pass from the plant</p> <p>(c) 3rd sample – Referee Sample. Such Referee Sample shall be kept under joint lock and joint custody of Successful Bidder and NTPC, to be used for future reference and/or testing.</p> <p>NTPC or IIA_N shall analyze its portion of the coal sample, distributed as above, for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter.</p> <p>Successful Bidder shall analyze his coal, distributed as above, for the balance parameters namely Ash, GCV, Sulphur, Fixed Carbon, Volatile Matter at the laboratory (ies) as may be identified by him.</p> <p>(iii) For corrections on quality variations:</p> <p>For correction of GCV for landed price, Total Moisture, Ash & Size for quantity and Sulphur for penalty, test results of NTPC or IIA_N shall be considered and in case of any dispute (except for Total Moisture and Size), test results of referee sample, if admissible, shall be considered. For Total Moisture and Size since the analysis carried out at NTPC Laboratory by NTPC Chemist and is witnessed by HOP nominated officer and Successful Bidder or his representative and the test certificate is signed by NTPC Chemist, HOP nominated officer and Successful Bidder or his representative, such analysis and test report shall be binding on Successful Bidder. Accordingly, no dispute shall be raised subsequently by Successful Bidder or his representative on Total Moisture and Size. In view of this no Referee Sample for determination of Total Moisture and Size shall be kept.</p> <p>NTPC will submit its test report of each rake to the representative of the Successful Bidder at site. In case of any dispute, due to variance in test results of sample collected and distributed at Clause 7 (ii) (a) and 7 (ii) (b) above, of Successful Bidder and NTPC or IIA_N beyond the limits permissible under the relevant ASTM (except for Total Moisture and Size) and subsequent claim by the Successful Bidder for testing of referee sample, the test report [for the sample distributed as Clause 7 (ii) (b)] of corresponding rake of Successful Bidder should be provided to NTPC within 5(five) working days after receipt of NTPC report by the Successful Bidder or 10(ten) working days after distribution of sample whichever is later. In such an event, Referee Sample shall be forwarded by NTPC to Third Party Inspection Agency nominated by NTPC i.e. Central Institute of Mining and Fuel Research (CIMFR). The cost of testing of the Referee Sample at CIMFR shall be borne by the Successful Bidder. NTPC shall not be responsible for the time taken for Referee Sample tested by CIMFR.</p>

CLAUSE NO.	TECHNICAL SPECIFICATION																				
<p>8.</p>	<p>If no dispute is raised by Successful Bidder within five (5) working days after receipt of NTPC report by the Successful Bidder or ten (10) working days after distribution of sample whichever is later, no request for consideration of referee sample shall be accepted subsequently. In such cases, analysis report of NTPC shall be binding and NTPC reserves the right to destroy the Referee Samples.</p> <p>Working days, wherever mentioned, shall be counted for the station where coal shall be delivered.</p> <p>REJECTION</p> <p>Utmost precaution shall be exercised by the Successful Bidder at the time of loading of vessel at Load port. Coal having specifications beyond specified range of the Technical Parameters as per Annexure B-1 of Volume-IV shall not be loaded in the vessel at the load port. The Coal of specifications beyond the specified range of the Technical Parameters at Load port shall be liable for rejection by NTPC. NTPC shall not be held responsible of any financial loss to Successful Bidder in any circumstances in case of rejection.</p> <p>Placed below are the Technical Parameters with minimum and maximum limit for acceptance with double penalty based on the station end testing results:</p> <table border="1" data-bbox="384 1059 1374 1352"> <thead> <tr> <th>Parameters</th> <th>UNIT</th> <th>Minimum limit</th> <th>Maximum limit</th> </tr> </thead> <tbody> <tr> <td>Total Moisture (ARB)</td> <td>%</td> <td>None</td> <td>32%</td> </tr> <tr> <td>Ash (ADB)</td> <td>%</td> <td>None</td> <td>20%</td> </tr> <tr> <td>Gross Calorific Value (ARB)</td> <td>Kcal/ Kg</td> <td>4700</td> <td>None</td> </tr> <tr> <td>Sulphur (ADB)</td> <td>%</td> <td>None</td> <td>1.0%</td> </tr> </tbody> </table> <p>If the values of station end testing result for any of above Technical Parameters viz. Total Moisture (ARB), Ash (ADB), Sulphur (ADB) are reported above the absolute maximum tolerance limit as indicated above, then NTPC reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause 11 for respective parameters. Similarly, If the value of station end testing result for Gross Calorific Value (ARB) are reported below the absolute minimum tolerance limit as indicated above, then NTPC reserves the right to accept the supplied quantity with double the penalty as mentioned at Clause 11 for respective parameters.</p> <p>9.</p> <p>TERMINATION</p> <p>The imported coal shall be tested at load port and discharge port by Successful Bidder. The coal specification should be complied with the base parameters indicated and should be within the specified range of the technical parameters as provided in the Annexure B-1 of Volume-IV.</p>	Parameters	UNIT	Minimum limit	Maximum limit	Total Moisture (ARB)	%	None	32%	Ash (ADB)	%	None	20%	Gross Calorific Value (ARB)	Kcal/ Kg	4700	None	Sulphur (ADB)	%	None	1.0%
Parameters	UNIT	Minimum limit	Maximum limit																		
Total Moisture (ARB)	%	None	32%																		
Ash (ADB)	%	None	20%																		
Gross Calorific Value (ARB)	Kcal/ Kg	4700	None																		
Sulphur (ADB)	%	None	1.0%																		

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
<p>10.</p> <p>11.</p>	<p>If in any two different ships, the imported coal specifications after testing at discharge port(s) are reported outside the specified range of any/ all of Parameters, as indicated in Annexure B-1 of Volume-IV, then NTPC shall terminate the contract agreement and invoke the Performance Bank Guarantee.</p> <p>DISPUTE RESOLUTION</p> <p>The imported coal shall be tested at project site by NTPC or IIA_N and the payment shall be made with reference to this report. If there is any dispute due to variance in results of Successful Bidder and NTPC or IIA_N beyond the limits permissible under the relevant ASTM (except for Total Moisture and Size) for any particular rake, the Referee Sample will be sent to Third Party Inspection Agency nominated by NTPC i.e. CIMFR as per Clause 7. The report of CIMFR shall be final and binding to both the parties.</p> <p>ADJUSTMENT ON QUALITY VARIATIONS</p> <p>In the event of variations over the quality parameters from base parameters, adjustments shall be carried out as per the formula provided hereinafter:</p> <p>a) Total Moisture {As Received Basis (ARB)}</p> <p>For correction of quantity due to Total Moisture, NTPC's test results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency nominated by NTPC i.e. CIMFR as per Clause 10, shall be considered.</p> <p>Corrections will be done as follows:</p> <p>i) For Total Moisture {As Received Basis (ARB)} $25 < TM \leq 32$</p> <p>Weight of Coal to be reduced (For $25 < B \leq 32$) = $A \times 0.13 \times (B - (C \times (100 - B)) / (100 - C)) / 100$</p> <p>ii) For Total Moisture {As Received Basis (ARB)} $TM > 32 \%$</p> <p>Weight of Coal to be reduced (For $B > 32$) = $2 \times A \times 0.13 \times (B - (C \times (100 - B)) / (100 - C)) / 100$</p> <p>(where A is Coal received weight, B is percentage value of Total Moisture of coal received, C is the base parameter value of Total Moisture)</p> <p>No correction shall be applied in case of decrease in Total Moisture below the base parameter value.</p> <p>b) Gross Calorific Value {As Received Basis (ARB)}</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
	<p>For correction of contracted landed price, NTPC's test results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency nominated by NTPC i.e. CIMFR as per Clause 10, shall be considered.</p> <p>Corrections will be done as follows:</p> <p>i) For Gross Calorific Value { As Received Basis (ARB)} 5000>GCV >= 4700</p> <p>Corrected landed price (Per Metric Tonne) (for 5000>GCV >= 4700)</p> $= A \times \frac{(\text{GCV (ARB) at NTPC Power Station})}{(\text{Contracted base GCV (ARB)})}$ <p>ii) For Gross Calorific Value { As Received Basis (ARB)} GCV < 4700 kcal/kg</p> <p>Corrected landed price (Per Metric Tonne)</p> $= A - 2 \times A \left\{ 1 - \frac{(\text{GCV (ARB) at NTPC Power Station})}{(\text{Contracted base GCV (ARB)})} \right\}$ <p>Where A= Contracted landed Price at NTPC station Per Metric Tonne</p> <p>For above calculation, Contracted landed price of coal shall imply the landed price of coal arrived at based on the Pricing Methodology at Annexure-A of Volume-III and shall be excluding Custom Duty and GST.</p> <p>No correction shall be applied in case of increase in measured GCV (ARB) above the base parameter value.</p> <p>c) Ash Content (ADB):</p> <p>For correction of quantity due to Ash, NTPC's test results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency nominated by NTPC i.e. CIMFR as per Clause 10, shall be considered</p> <p>Corrections will be done as follows:</p> <p>i) For ASH {Air Dried Basis (ADB)} 15 <ASH <=20</p> <p>Weight of Coal to be reduced (for 15<ASH<=20) = $A \times 1.05 \times (B - (C \times (100 - B) / (100 - C))) / 100$</p> <p>ii) For ASH {Air Dried Basis (ADB)} ASH >20</p>

CLAUSE NO.	TECHNICAL SPECIFICATION
	<p>Weight of Coal to be reduced (ASH>20) = $2xAx1.05x(B-(Cx(100-B))/(100-C)))/100$</p> <p>(Where A is Coal received weight, B is percentage value of Ash in coal received, C is the base parameter value of Ash)</p> <p>No correction shall be applied in case of decrease in ash content below the base parameter value.</p> <p>d) Sulphur (ADB):</p> <p>For Sulphur, NTPC's test results at power station shall be considered and in case of any dispute, if admissible as per Clause 7, test results of Third Party Inspection Agency nominated by NTPC i.e. CIMFR as per Clause 10, shall be considered.</p> <p>i) For Sulphur {Air Dried Basis (ADB)} 0.9< Sulphur <=1.0</p> <p>A penalty at the rate of Rs.200 per Metric Tonne for every increase of 0.1% in Sulphur or part thereof shall be levied.</p> <p>ii) For Sulphur {Air Dried Basis (ADB)} Sulphur >1.0</p> <p>A penalty at the rate of 2 x Rs. 200/- per Metric Tonne (i.e. Rs. 400/- per Metric Tonne) for every increase of 0.1% in Sulphur or part thereof shall be levied.</p> <p>Sulphur content below the base parameter value of Sulphur shall be ignored.</p> <p>e) SIZE</p> <p>If the size as per sampling/analysis through analysis process at NTPC Power Stations as determined by ASTM-D4749-87(2012) or its latest version in air-dried sample for 0-2.36 mm size particles exceeds 10% of the sample coal by weight received at power station, then the weight of coal shall be reduced as per following formula:</p> <p>Weight of Coal to be reduced = $(A*B/100)*0.1$</p> <p>(Where A is quantity of coal received at power station, B is increase of the fines particles above 10% in percentage value)</p> <p>(Example- If fines particles is 15%, then B = (15-10) = 5)</p> <p>f) After adjusting the received quantity at Power Station for quality parameters as above, if it is found that the net adjusted quantity is higher</p>

CLAUSE NO.	TECHNICAL SPECIFICATION
12.	<p>than the net Bill of Lading quantity (i.e. quantity worked out after carrying out adjustments due to quality variations at Load Port with respect to the base parameters), the payment shall be restricted to net Bill of Lading quantity. In case the net adjusted quantity at power stations is lower than the net Bill of Lading quantity, the net adjusted quantity at power stations shall prevail for the purpose of payment.</p> <p>g) For the purposes of adjustment of coal quality vessel wise, the samples shall be taken from each rake and analyzed for each rake supplied from the particular vessel. The weighted average results of such analysis of rakes received in fifteen days i.e. rakes received between 1st to 15th and rakes received between 16th to 30th/31st of the month at power station shall be applied for carrying the necessary adjustment. In case rakes are received from more than one vessel then rakes received from each vessel in fifteen days period shall be considered for calculation of weighted average results. Further, if the quality parameters of any rake falls in rejection limits, it will not be included in above fifteen days averaging and shall be considered separately in accordance with provisions at Clause 8.</p> <p>Treatment of Rakes falling under the Rejection Clause shall be as follows:</p> <p>Rake (s) falling under rejection as per Rejection Clause at para 8.0 shall not be considered for the calculation of the fortnightly weighted average as explained above and shall be reconciled on standalone basis as per the rejection Clause at para 8.0.</p> <p>h) The Coal delivered by the Successful Bidder at the Delivery Point will be free from impurities and extraneous materials including metals, boulders, stones, shales, bones, slates, earth, rocks, pyrites, plastic or wood etc. Successful Bidder is to ensure that coal is free of foreign /extraneous material etc., failing which NTPC shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR coal value of particular rake whichever is higher.</p> <p>RECONCILIATION/ ADJUSTMENTS</p> <p>Successful Bidder and NTPC shall jointly reconcile all payments made for the monthly Coal supplies shipment (vessel) -wise during each month within fifteen (15) working days after end of each month. The parties shall forthwith give credit/debit notes for the amounts falling due, if any, assessed during such reconciliation and payments shall be made within five (5) working days thereafter. The monthly reconciliation statement shall be jointly signed by the authorized representative of Successful Bidder and NTPC, which shall be binding on both the parties.</p>

CLAUSE NO.	TECHNICAL SPECIFICATION
13.	<p>Reconciliation of payments shall be completed within one (1) month from the receipt of last consignment.</p> <p>GENERAL</p> <p>(i) The holds of each vessel shall be cleaned before loading, to avoid contamination.</p> <p>(ii) Immediately on nomination of vessel, the Successful Bidder shall inform NTPC the following details of the vessel(s):</p> <p style="margin-left: 40px;">(a) Name of the vessel & Steamer Agent</p> <p style="margin-left: 40px;">(b) Expected Time of Departure</p> <p style="margin-left: 40px;">(c) Expected Time of Arrival & Port of Discharge</p> <p style="margin-left: 40px;">(d) Quantity of Coal proposed to be loaded</p> <p>(iii) In view that import coal price is linked to indexation and each Shipment may have a different price, it would be essential to link rakes / wagons with each shipment. Successful bidder shall accordingly identify the rakes/ wagons with each shipment for the purpose of pricing in line with the agreement.</p> <p>(iv) Certain Zonal Railway has recently issued circular stipulating that for Rakes/ wagons diverted in between the Units of same Power Corporation/ Industries will be entertained only when claim cases have been registered against the said NR (Not Received) consignment by the consignee. Accordingly, Successful Bidder or NTPC, as the case may be, shall lodge the claim with Railways for any missing/diverted out wagon/rake as per prevailing Railway rules.</p> <p>In case Successful Bidder is required to lodge the claim with Railways then required authorization from the stations shall be taken, if required.</p> <p>In case NTPC is required to lodge the claim with Railways as per extant rules of Railways then NTPC's responsibility will be limited to lodging the claim for such missing/ diverted Rakes/ wagons. However, all the necessary action for the same and liaisoning with Railways for follow up and settlement of such claims shall be the responsibility of the Successful Bidder. Further in such cases where NTPC is required to lodge the claim, the claim amount as settled by Railways against these claim will be credited to the Successful Bidder's account by NTPC on settlement and receipt of such claim from Railways. NTPC shall not be responsible for amount of claim settled and time taken for settlement by Railways.</p>

CLAUSE NO.	TECHNICAL SPECIFICATION
	<p>(v) Successful bidder shall maintain separate account for missing/diverted wagons of imported coal if any and shall take up with Railways to ensure that such wagons are delivered at consignee stations only.</p> <p>(vi) Railway freight will be payable as per actuals, limited to the quoted Charges.</p> <p>For the purpose of calculating the variation in Railway Freight on account of Adjustment in Base Freight Rates by Railways, following method shall be worked out:</p> <p>a) The distance corresponding to the quoted Railway freight by the bidder for the respective Plant shall be worked out from the prevailing Railway Freight Tariff as on 7 days prior to Techno-Commercial bid submission date, issued by Ministry of Railways.</p> <p>b) On revision of Base Freight Rates by Railways, the revised Railway freight shall be calculated for corresponding distance as at (a) and payment shall be limited to calculated revised railway freight or actual railway freight paid, whichever is lower.</p> <p>The term “Railway freight”, wherever used, shall imply Base Railway freight plus any surcharge(s) as levied by Railways.</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
	<p>Annexure-A</p> <p style="text-align: center;">Pricing Methodology</p> <p>1.0 Base C&F price quoted shall be subject to variations for payment purposes, as detailed below:</p> <p>1.1 Proposed Methodology of Base Price and its variation and/or Indexation for supply and payment of imported coal to NTPC.</p> <p>C&F Price of the Coal shall be arrived at based on the concept, detailed hereunder, for supply of imported coal to NTPC.</p> <p>1.1.1 FOB Coal Price</p> <p>FOB price shall be arrived by linking the Base FOB prices with respect to Indices as per following methodologies, as detailed at S.N. 3.0 below:</p> <p style="margin-left: 40px;">a) For imported coal supplied from Indonesia: Either of Indices as per “Indonesian Coal Index (ICI 3) 5000 Kcal/Kg GAR” and “S&P Global-Platts Index 5000 kcal/kg GAR on weekly average basis” which works out lower FOB price</p> <p style="margin-left: 40px;">b) For imported coal supplied from country (-ies) other than Indonesia: As per CERC’s Modified Composite Index Methodology</p> <p>1.1.2 Ocean Freight</p> <p>Ocean freight shall be arrived at as per Methodology using Singapore 380 CSt bunker fuel price index (as per CERC methodology) linking the Base Ocean freight prices with respect to Indices as detailed at S.N. 4.0 below :</p> <p>1.1.3 Total C&F Coal Price</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
<p>2.0</p> <p>3.0</p> <p>3.1</p>	<p>Total C&F Price for the purpose of payment shall be the Sum of FOB price and Ocean Freight worked out based on the methodologies described herein.</p> <p>The indices as furnished by the Successful Bidder shall be verifiable by the respective NTPC power station.</p> <p>Concept for the purpose of fixation of Base Price:</p> <p>Base Date for the purpose of fixation of Base Price:</p> <p>Preceding Friday with respect to the Techno-Commercial Bid opening date.</p> <p>Total Coal Price = A+ B Where,</p> <p>A = FOB Coal Price B = Ocean Freight</p> <p>FOB Coal Price</p> <p>As per CERC's Modified Composite Index Methodology</p> <p>The above component A of the price will be subject to variation for payment as per date of Bill of Lading based on the weekly index calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEW C), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC.</p> <p>For this purpose, the above indices published for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period of 7 days starting from Saturday to Friday.</p> <p>Formulae:</p> <p>A1 : Index derived on preceding Friday with respect to the Techno-Commercial Bid opening date. A1 shall be calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEW C), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global -Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg</p>

CLAUSE NO.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TECHNICAL SPECIFICATION </div>
<p>3.2</p>	<p>GAR) with 25% weight each with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC and to remain constant for the entire duration of Contract.</p> <p>A2 : Index derived on preceding Friday with respect to the Bill of Lading of the vessel. A2 is calculated based on the weekly indices for the 25% weightage on Australian coal (Index: Global COAL New Castle Index (GCNEW C), 25% weightage on South African Coal (Index: API 4) and 50% weightage on Indonesian coal (Indices: S&P Global-Platts (5000 Kcal/kg GAR) on weekly average basis and Argus (ICI3 5000 Kcal/kg GAR) with 25% weight each with indices and calorific values shall be harmonized across indices by normalizing the values for 5000 Kcal/ Kg NAR in line with the methodology adopted by new composite CERC.</p> <p>A3 : FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.</p> <p>Hence, considering the above the FOB price will be calculated as under:</p> <p>FOB Coal Price A = ((A2/ A1) X A3)</p> <p>(a) As per ICI 3 Index</p> <p>The above component A of the price will be subject to variation for payment as per date of Bill of Lading, based on the weekly index calculated based on the weekly indices for the Indonesian Coal Index (ICI 3). For this purpose, the ICI 3 index published for the week preceding to the date of Bill of Lading shall be considered. The week for the above purpose shall be a period of 7 days starting from Saturday to Friday.</p> <p>Formulae:</p> <p>A1 : Index ICI 3 for 5000 kcal/kg GAR published on preceding Friday with respect to the Techno-Commercial Bid opening date and to remain constant for the entire duration of Contract</p> <p>A2 : ICI 3 Index for 5000 kcal/kg GAR published for the week starting from Saturday to Friday preceding to the week of the date of Bill of Lading of the vessels.</p> <p>A3 : FOB component of the quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.</p> <p>Hence, considering the above the FOB price will be calculated as under:</p>

CLAUSE NO.	TECHNICAL SPECIFICATION
	<p>Clarkson Research (publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.</p> <p>B1 Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Wharf, as per Clarkson Research (Publication as mentioned in CERC Methodology) as on preceding Friday with respect to the Techno-Commercial Bid opening date and shall remain constant during the entire duration of the contract.</p> <p>B2 Index as per Singapore 380 CST Bunker Fuel Price (Also referred to as IFO 380) ex Singapore Wharf, as per Clarkson Research (Publication as mentioned in CERC Methodology) published corresponding to the week preceding the week of date of Bill of Lading.</p> <p>B3 Ocean Freight component of quoted price of the Successful Bidder and the same is to remain constant for the entire duration of contract.</p> <p>Considering the above, Ocean Freight for payment purpose will be calculated as under:</p> <p>OCEAN FREIGHT B = ((B2/ B1) X B3)</p> <p>5.0 Total C&F Coal Price</p> <p>Total C&F Price for the purpose of payment shall be the Sum of FOB price worked out as per S.N. 3; and Ocean Freight, worked out as per S.N. 4 above.</p> <p>6.0 NTPC will intimate through its website indices to be considered i.e. indices as on preceding Friday with respect to the Techno-Commercial Bid opening date.</p> <p>7.0 Cap/Ceiling of C&F Coal Prices</p> <p>In case actual date of receipt of coal by NTPC at Power Plant is beyond the 'Delivery Schedule for the entire quantity', due to reasons attributable to successful bidder, the lower of the 'C&F prices as applicable for the date of Bill of Lading' and 'C&F prices as applicable on last day of Delivery Schedule' shall be the ceiling price applicable for the receipts of coal beyond the Delivery Schedule.</p> <p>In case C&F price applicable on actual date of receipt of coal at station is lower than the ceiling price, the lower price shall be payable.</p>

List of Agencies for Load Port Testing

Sl No.	Name
1.	PT. Surveyor Indonesia Graha Surveyor Indonesia Jl. Gatot Subroto Kav. 56 Jakarta 12950 - Indonesia Tel: 62-21 526 5526 Fax: 62-21 526 5525
2.	PT. IOL Indonesia (part of Bureau Veritas group) Menara Bidakara 2, 11th Floor Jl. Jend. Gatot Subroto Kav. 71-73 Jakarta Selatan 12870 Indonesia
3.	PT Artha Buana Inspektindo 31, Bailai Rakyat No.3, Utan Kayu Utara, Jakarta Timur -13120, Indonesia
4.	PT Geoservices Jl. Minangkaban, Barat No. 34 Jakarta Selatan-12970
5.	PT Sucofindo Graha Sucofindo, I Floor, Jl. Raya Pasar Minggu Kav, 34, Jakarta 12780 Phone : (021) 7983666 Ext, 1116, 1124 Fax : (021) 7986473, 7983888 E-mail : customer.service@SUCOFINDO.co. id
6.	PT. SGS Indonesia Cilandak Commercial Estate #108C Jl. Raya Cilandak KKO Jakarta Selatan 12560 Indonesia
7.	GEO-CHEM FAR EAST PTE LTD Blk 47, Ayer Rajah Crescent, # 05-01, Ayer Rajah Industrial Estate Singapore – 139947 Tel :- +65 67774620, Fax :- +65 67774650 Email :- singapore@geochemgroup.com
8.	ACIRL Pty Ltd (Australia Coal Industry Research Laboratory) ACTEST (ACIRL Quality Testing Services Pty. Ltd) PO Box 242, Booval QLD 4304 1, ACIRL Street Riverview QLD 4303, Australia
9.	Bureau Veritas - Western Australia 6 Gauge Circuit Canning Vale Perth Western Australia 6155 Australia
10.	SGS Australia

	10 Reid Road, Perth International Airport Newburn, Western Australia 6105 Australia
11.	SGS SOUTH AFRICA (PTY) LTD 58 Melville Street, Booyens P.O. Box 82582, Southdale Johannesburg 2135 South Africa
12.	Inspectorate M&L (Pty) Ltd (part of Bureau Veritas group) 40 Modulus Road Ormonde Johannesburg 2190 South Africa
13.	PT. Surveyor CCI Samarinda Jl.Basuki Rahmat No.4 Samarinda – 75121 East Kalimantan Indonesia Phone: (+62 541) 734000 Fax: (+62 541) 739000
14.	PT. Surveyor CCI Banjarbaru Jl. A Yani Km. 35, 2 No. 31 Banjarbaru – 70713 Indonesia Phone: (+62 511) 4772873 Fax: (+62 511) 4772883
15.	PT. Surveyor CCI Cabang Palembang Jl. Tembus Alang-alang Lebar Blok AB 09-10 Talang Kelapa Palembang 30154 Sumatera Selatan Indonesia Phone: (+62 711) 8091494

List of Agencies for Discharge Port / Transfer Point Testing

Sl. No.	Party Name	Address
1.	Central Power Research Institute	Prof. Sir. C.V. Raman Road Sadashivnagar Post, Banglore-560 080 Tel: 09844012844, 080-3602329/3601263 Fax: 020-23601213 Email: Sudhi@cpri.in Contact Person: Mr. C.P. Jairam,
2.	Shriram Institute For Industrial Research	19, University Road, Delhi-110007 Tel: 9818360622 Contact Person : Dr. K.M.Chako
3	SGS India Pvt. Ltd.	Plot No. 64, G.I.D.C Main Road, Dharampur, Porbandar-360575 Tel: 0286-6454501 to 6454516 Fax: 0286-2220177 Mobile : 09724326973/ 09825916785 E-mail: ashish_bagkar@sgs.com Contact Person: Mr. Vipul Jadeja
4.	SGS India Private Limited,	C/o-Pioneer Paper Plast (P) Ltd., H.O.S-3/12, Sector-A, Zone-B, Mancheswar Ind. Estate, Bhubaneswar- 751010, Odisha Tel :674 2580879 Fax 674-2580879 E-mail: padmanava.panda@sgs.com
5.	Cotecna Inspection India Pvt. Ltd.-Testing	Laboratory Old No. 51, New No. 53 A, First Floor, Pillaiyar Koil Street, Tondiarpet, Chennai-600081 Tel : 044-25985028, 09962525464 Email: Chennai.lab@cotecna.co.in Contact Person : Mr.M.Gopi, Lab In-Charge
6.	Material Testing Group (MTG), Defence, Bioengineering and Electromedical Laboratory (DEBEL),	DRDRO, Ministry of Defence, C.V. Raman Nagar, Bangalore-560093, India Tel-080-25058432, Fax No. 080-25282011 E-mail: mtgdebel@gmail.com Contact Person: Dr. N.S. Kumar, Scientist-E
7.	Independent Testing Laboratories National	Council for Cement & Building Materials, Baliabgarh-121 004 Telefax 0129-2212525 Mobile- 9958998060 E-mail: mmancb@gmail.com Contact Person : Dr. M M Ali
8.	Testing Laboratory,	P.O. Ambawadi Vistar, Ahmedabaad-380015

	Ahmedabad Textile Industry's Research Association (ATIRA)	Tel: 079-26307921-2-3 Mob: 09825326966 Fax: 079-26304677/26301969 E-mail: chem.@atria-rnd-tex.org Contact Person: Dr. Md. S. Rahman, Assistant Director & Head Chemistry Division
9.	Inspectorate Griffith India Pvt. Ltd. Chennai Laboratory	Fourth Floor, P.T. Lee Chengalvaraya Naicker Maaligai 23, Rajaji Salai (Opp. Beach Railway Station), Chennai, Tamilnadu- 600001 Tel: 044-25243201, 2: 09874026463 E-mail: chennaiab@inspectorate.co.in
10.	MIA Test Lab & Research Centre, (TLC) (An Enterprise of MIDC Industries Association)	P-26, MIA House, MIDC Industry Area, Hingna Road, Nagpur-440028 Email: mia_midc@yahoo.com Contact Person : Mr. G L Neema
11.	RCA Laboratories	I Floor Bhardia Chambers, Plot No. 18 Sec 1 A, Gandhidham, Gujarat-370201 Tel: 02836 221520 Fax: 02836 226527 E mail: laboratory@rcaindia.com Contact Person: Dr. Rajesh Patel
12.	RCA Laboratories	501/502, Milan Industrial Estate, Abhudaya Nagar, Cotton Green, Mumbai, Maharashtra-400 033 Tel: 022 24706275/6524/7404,09 Fax: 022-24706310 E mail: laboratory@rcaindia.com Contact Person: Mr. G K Prabhu, Quality Manager

BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID

- BIDDERS ARE REQUIRED TO FURNISH REQUISITE DETAILS IN THE FORMATS SPECIFIED IN THE BIDDING DOCUMENTS FOR MEETING THE STIPULATED QUALIFYING REQUIREMENTS (QR) ALONG WITH ALL SUPPORTING DOCUMENTS LIKE COPIES OF CLIENT'S CERTIFICATES, WORK ORDER AND CONTRACT AGREEMENTS ETC. IF ANY OF THE REFERENCE WORKS FURNISHED BY BIDDER PERTAINS TO THE CONTRACT(S)/WORKS EXECUTED BY BIDDER FOR NTPC IN THE PAST THEN IN RESPECT OF SUCH CONTRACT(S)/WORKS, BIDDER IS NOT REQUIRED TO ENCLOSE CLIENT'S CERTIFICATE(S) ALONG WITH ITS BID.
- **IN CASE OF EXTENSION OF TECHNO-COMMERCIAL BID OPENING DATE, AUDITED ANNUAL REPORTS ALONG WITH ITS BID AS PER EXTENDED DATE OF TECHNO-COMMERCIAL BID OPENING TO MEET THE STIPULATED FINANCIAL QR CRITERIA.**
- **POWER OF ATTORNEY DULY NOTARIZED BY A NOTARY PUBLIC INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN THE BID AND THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY BACKED BY A COPY OF BOARD RESOLUTION/OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY TO BE FURNISHED ALONG WITH THE BID.**
- ***POWER OF ATTORNEY TO THE AUTHORISED SIGNATORY OF THE BIDDER FOR SIGNING OF BID AND CONSORTIUM AGREEMENT ETC., WHEREVER APPLICABLE, TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID.***
- **DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS LIKE BID SECURITY, CONSORTIUM ETC SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS.**

VOLUME – IV
ANNEXURES/ATTACHMENTS/
FORMATS / SCHEDULES

LIST OF ANNEXURE

S.No	Annexure	Description
1 a)	Annexure A1	Power of Attorney of Bidder
1 b)	Annexure A2	i) Power of Attorney of consortium in terms of clause 3.3 i), Volume I(ITB) ii) Power of Attorney of consortium in terms of clause 3.3 iv), Volume I(ITB)
2	Annexure B1	Coal Specifications
3	Annexure B2	Plant-Wise Break-up of Quantity
4	Annexure C	Bid Security Declaration -through GTE of e-tendering portal
6	Annexure D	Not Used
9	Annexure E	Format of Performance Security
10	Annexure F	List of Banks For Performance Security/Advances
11	Annexure G	Certificate from Purchaser for Supplies of Quantities (bidder/Lead Partner/Consortium Partner)
12	Annexure H	Certificate From Statutory Auditor(s) for Supplies made of Imported Coal (bidder/Lead Partner/Consortium Partner)
13	Annexure I	Handling Experience Certificate from Purchaser (bidder/Lead Partner/Consortium Partner)
14	Annexure J	Handling Experience Certificate from Statutory Auditor(s) (bidder/Lead Partner/Consortium Partner)
15	Annexure K	No Deviation Certificate -through GTE of e-tendering portal
16	Annexure L	Compliance on Qualifying Requirements -through GTE of e-tendering portal
17	Annexure M	Acceptance of Fraud Prevention Policy of NTPC - through GTE of e-tendering portal
18	Annexure M1	Integrity Pact
19	Annexure N	Declaration for having submitted Single Bid & Certificate

S.No	Annexure	Description
		for No Holdings with any Other Bidder
20	Annexure O	Undertaking for Non engagement of Agent to deal with NTPC
21	Annexure P	Format of Affidavit
22	Annexure P1	Format for Declaration on Policy for withholding and Banning of Business Dealings-through GTE of e-tendering portal
23	Annexure Q	Format of Regularizing Invoice to be submitted by Successful Bidder
24	Annexure R	Bank Guarantee format for Initial Payment
25	Annexure S	Electronic Fund Transfer Form
26	Annexure T	Techno-commercial Bid Submission Form
27	Annexure T1	Price Bid Submission Form
28	Annexure U	NOT USED
29	Annexure V	Form of 'Notification of Award of Contracts'
30	Annexure V1	Form of Contract Agreement
31	Annexure V2	Check list of documents
32	Attachment I	Qualification data & Compliance Certificate

Power of Attorney to be attached by Bidder

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 3 OF 95
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Power of Attorney to be attached by Consortium

[Power of Attorney of consortium in terms of clause 3.3 i), Volume I(ITB)]

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 4 OF 95
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Power of Attorney to be attached by Consortium

[Power of Attorney of consortium in terms of clause 3.3 iv), Volume I(ITB)]

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 5 OF 95
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TECHNICAL SPECIFICATIONS OF IMPORTED COAL

Parameters	UNIT	Specified Range
Total Moisture (ARB)	%	Upto 32%
Ash (ADB)	%	Upto 20% Max
Gross Calorific Value (ARB)	Kcal/ Kg	Not less than 4700
Sulphur (ADB)	%	Upto 1.00% Max
SIZE	MM	Upto 50mm However, size of coal less than 2.36 mm shall not be more than 10% of quantity received at power plant
Fixed Carbon (ADB)	%	30-50% Typical
Volatile Matter (ADB)	%	25-45%
HGI	-	45-60
IDT under reducing atmosphere	Deg Centigrade	1100 Minimum
Extraneous Material	MT	Nil

Base parameters for coal under this tender for Price Basis are as under:

Total Moisture (ARB)	:	25%
Ash (ADB)	:	15%
Sulphur (ADB)	:	0.90%
Gross Calorific Value (ARB)	:	5000 Kcal/Kg
Size (less than 2.36mm) not exceeding power plant	:	10% of quantity received at

**TENTATIVE PLANT WISE BREAK-UP OF QUANTITY OF IMPORTED COAL TO BE SUPPLIED
UNDER THE CONTRACT**

(Figures are in 000' MT)

S.No	Name of Power Plant	Quantity in'000 Metric Tonne	Range of tentative allocation ('000 Metric Tonne per Month)
1.	Talcher-Kaniha	210	50-60
2.	Mouda	90	22-24
3.	Farakka	50	12.5
4.	Kahalgaon	50	12.5
5.	Simhadri	210	50-60
6.	Dadri	60	15
7.	Solapur	90	22-24
8.	Kudgi	90	22-24
9.	Unchahar	10	0-10
10.	Tanda	10	0-10
11.	Korba	10	0-10
12.	Sipat	10	0-10
13.	Lara	10	0-10
14.	Darlipalli	10	0-10
15.	Barh	10	0-10
16.	Bongaigaon	10	0-10
17.	Barauni	10	0-10
18.	Gadarwara	10	0-10
19.	Vindhyachal	10	0-10
20.	Rihand	10	0-10
21.	Singrauli	10	0-10
22.	Khargone	10	0-10
23.	Ramagundam	10	0-10
	TOTAL	1000	

Bid Security Declaration Form

To

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

Dear Sirs,

In accordance with Bidding Documents for “Procurement of Imported Coal to various NTPC stations”, we the ‘Bidder’ wish to participate in the said tender.

We confirm that we have read the provisions of the bidding document and we hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of **06 months** from the date of withdrawal of the bid.
2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in retendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Note: The aforesaid declaration is to be submitted on-line through e-tendering portal by accepting the GTE ‘Bid Security Declaration’ by the Bidder.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 8 OF 95
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PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

To,

Date.....

[Owner's Name & Address]

Dear Sirs,

In consideration of the[Owner's Name]..... (hereinafter referred to as the 'Owner' 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 Owner'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 Owner.

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 Owner, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [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 Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner 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 Owner and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Owner 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 Owner 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 forbear to enforce any covenants,

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 9 OF 95
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contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner 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 Owner or any other indulgence shown by the Owner 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 Owner 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 Owner 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 201..... at.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

- Notes :**
1. (*) This sum shall be **3% of the Total Contract Price** (in the currency on which contract awarded) including estimated GST with Cess..
(@) This date will be ninety (90) days beyond the Contract Expiry period as specified in the Contract.
 2. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Annexure -D Form of Bank Guarantee Verification Check List enclosed with the bidding documents. Further, the Contractor is required to fill up this Annexure-D and enclose the same along with the Bank Guarantee.
 3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where the BG shall be operated, whichever is higher.
 4. The Bank Guarantee shall be from a Bank as per Annexure F of the Bidding Documents.
 5. In case of contract awarded to Consortium, wherever [Contractor's Name] is appearing, name of all the partners will be mentioned with the name of place of Registered / Head Office wherever applicable.
 6. In case the Bank Guarantees are to be submitted towards Initial Payment Security, Contract Performance Security by the Contractor / Associate(s) / Collaborator(s), are executed by a Foreign Bank outside India and the Bank Guarantee is not executed on non-judicial Stamp Paper of appropriate value, the same shall have to be got adjudicated and applicable Stamp Duty paid. The legal expenses for aforesaid adjudication and the Stamp Duty shall be borne by the Contractor.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 11 OF 95
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SUBMISSION OF BANK GUARANTEE AS SECURITY FOR LOAN/ADVANCES AND CONTRACT PERFORMANCE

SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1 Axis Bank Ltd
- 2 Bandhan Bank Limited
- 3 CSB Bank
- 4 City Union Bank
- 5 DCB Bank Ltd
- 6 Dhanlaxmi Bank Ltd
- 7 Federal Bank Ltd
- 8 HDFC Bank Ltd
- 9 ICICI Bank Ltd
- 10 IndusInd Bank Ltd
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Ltd
- 13 Karnataka Bank Ltd
- 14 Karur Vysya Bank Ltd
- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd

- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd
- 22 IDBI Bank Ltd

.D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

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

- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

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

*In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 enclosed herewith.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 14 OF 95
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एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date : 03rd September 2014

Ref. No.: NTPC/FC/CS/BG/01
Deputy General Manager,
State Bank of India,
CAG Branch,
12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg,
New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

Sub: Format of the Bank Guarantee (BG) issued by State Bank of India – reg.

Dear Sir,

NTPC Limited is India's largest Power Company and a 'Maharatna PSU' with a significant presence in the entire value chain of power generation business. The procurement process of NTPC requires its participating Bidders to submit Bank Guarantees (BGs) as Bid security/other securities in a fixed format provided by NTPC.

It has been observed recently that BGs issued by various branches of State Bank of India are inserting the following additional clause.

QUOTE

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

UNQUOTE

The inclusion of the aforesaid clause in the BGs restricts the rights of NTPC under the BG and it may not be possible for NTPC to accept the aforesaid clause in the BGs submitted to us by our Bidders. It may also be mentioned that incorporation of the above additional clause in the BG results in the BG being returned by NTPC and consequently rejection of the bids of parties that have submitted such BGs.

In view of the above, it is requested that please take up at appropriate levels so that suitable instructions are issued to all your branches not to incorporate any such additional clause and henceforth BGs may be issued strictly as per NTPC format only.

Kindly acknowledge the receipt of this letter

Yours faithfully,

(K.P.Gupta)
General Manager (Finance)

Copy for Kind information: ED(CC&M) for kind info of n.s.

एन टी पी सी भवन स्कोप कॉम्प्लेक्स, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003 टेल/Tel.: 24360100, फैक्स/Fax : 011-24361018
NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, वेबसाइट/Website : www.ntpc.co.in



भारतीय स्टेट बैंक
State Bank of India

कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,
11-12 वां तल, 1, टॉलस्टोय मार्ग, नई दिल्ली-110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

Tel.: 23374525, 23374505, 23374541 (AMT-1), 23353022 (DGM & COO), 23701043, 23359506 (A & A), 23352995 (CS), 23352968 (IB)
Fax: 23353101 (Sectt.), 23352793 (CS), 23353029 (IB)

Shri K.P. Gupta,
General Manager (Finance),
NTPC Limited
Scope Complex, 7, Institutional Area,
Lodhi Road,
New Delhi: 110 003.

CAG-I/AMT-1/2014-15/370

04.09.2014

Dear Sir,

Format of the Bank Guarantee (BG) issued by State Bank of India

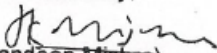
We refer to your letter dated 3rd September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

Looking at our relationship with NTPC, as a very special case, we have since obtained waiver from our Authorities for excluding NTPC from insertion of the referred clause for BGs issued in your favour.

We are taking steps to issue suitable instructions to our offices for exclusion of this clause for BGs issued in favour of NTPC. In case any bidder or vendor submits to you a Bank Guarantee issued by any of our Branches containing the additional clause as mentioned above, request you to please bring it to our notice and advise us so that we can take-up with the concerned Branch for excluding it.

This is for your information and necessary action please.

Yours faithfully,


(Sandeep Mishra)
Deputy General Manager &
Relationship Manager, AMT-1

**CERTIFICATE FROM PURCHASER FOR IMPORTED & SUPPLIES MADE FOR BIDDER/LEAD
PARTNER/CONSORTIUM PARTNER**

(ON THE LETTER HEAD OF PURCHASER)

(SUGGESTIVE FORMAT)

Bid Ref. No: CS-0011-010(6)-9

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that, M/s _____(Bidder/Lead Partner/Consortium Partner) have imported / exported and supplied any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to us under contract(s) mentioned below as under:

S.N.	TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT,ETC.	CONTRACT(S) REF. NO AND DATED	PERIOD OF SUPPLY (FROM-TO)	QUANTITY IMPORTED/ EXPORTED AND SUPPLIED (MMT)

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

(Signature of Authorized Person
With Full Address)

PLACE:

DATE:

- Note:
1. Dry (bulk) solid commodity shall means dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
 2. Row(s) may be added, as required.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 17 OF 95
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**CERTIFICATE FROM STATUTORY AUDITOR(S) OF THE BIDDER FOR IMPORTED &
SUPPLIES MADE**

(On the Letter Head of Statutory Auditor(s))

(SUGGESTIVE FORMAT)

Bid Ref. No: CS-0011-010(6)-9

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ (bidder/Lead Partner/Consortium Partner) having office at _____. We hereby certify that M/s _____ (bidder/Lead Partner/Consortium Partner) have imported / exported and supplied any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm under the contract(s) mentioned below:

S.NO	NAME OF PURCHASER	TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT, ETC.	CONTRACT (S) REF. NO AND DATED	PERIOD OF SUPPLY (FROM-TO)	QUANTITY IMPORTED /EXPORTED AND SUPPLIED (MMT)

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

PLACE :

SIGNATURE

DATE :

NAME OF THE PARTNER / PROPRIETOR

MEMBERSHIP NO.

SEAL OF STATUTORY AUDITORS

- Note:
1. Dry (bulk) solid commodity shall mean dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
 2. Row(s) may be added, as required.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 18 OF 95
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HANDLING EXPERIENCE CERTIFICATE FROM PURCHASER FOR HANDLING OF DRY BULK (SOLID) COMMODITY INCLUDING PORT OPERATIONS AND LOADING FOR DISPATCH THROUGH INDIAN RAILWAYS (FOR BIDDER/LEAD PARTNER/CONSORTIUM PARTNER)

[ON THE LETTER HEAD OF PURCHASER(S)]

(SUGGESTIVE FORMAT)

Bid Ref. No: CS-0011-010(6)-9

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

This is to certify that M/s _____(Bidder/Lead Partner/Consortium Partner) have handled any of Dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, including port operations and loading for dispatch through Indian Railways, under the contract(s) mentioned below :

S.NO.	TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT,ETC.	CONTRACT (S) REF. NO AND DATED	PERIOD (FROM-TO)	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND LOADING FOR DESPETCH THROUGH INDIAN RAILWAYS (MMT)

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

PLACE :
DATE :

SIGNATURE OF AUTHORISED PERSON
WITH FULL ADDRESS

- Note:
1. Dry (bulk) solid commodity shall means dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
 2. Row(s) may be added, as required.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 19 OF 95
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HANDLING EXPERIENCE CERTIFICATE FROM STATUTORY AUDITOR(S) FOR HANDLING OF DRY BULK (SOLID) COMMODITY INCLUDING PORT OPERATIONS AND LOADING FOR DESPETCH THROUGH INDIAN RAILWAYS

(FOR BIDDER/LEAD PARTNER/CONSORTIUM PARTNER)

[ON THE LETTER HEAD OF STATUTORY AUDITOR(S)]

(SUGGESTIVE FORMAT)

Bid Ref. No: CS-0011-010(6)-9

DATED:

[TO WHOMSOEVER IT MAY CONCERN]

We have examined the books of accounts, records and other relevant documents, along with other necessary information and explanations furnished by M/s. _____ (**BIDDER/LEAD PARTNER/CONSORTIUM PARTNER**) having office at _____. We hereby certify that M/s. _____ (**BIDDER/LEAD PARTNER/CONSORTIUM PARTNER**) have handled any of Dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, including port operations and loading for dispatch through Indian Railways, under the contract(s) mentioned below :

S. NO.	NAME OF THE PURCHASER	TYPE OF DRY BULK (SOLID) COMMODITY, LIKE COAL, IRON ORE, FERTILIZERS, CHEMICALS, CEMENT, ETC.	CONTRACT(S) REF. NO AND DATED	PERIOD (FROM-TO)	QUANTITY HANDLED, INCLUDING PORT OPERATIONS AND LOADING FOR DESPETCH THROUGH INDIAN RAILWAYS (MMT)

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

PLACE:

SIGNATURE

DATE:

NAME OF THE PARTNER / PROPRIETOR

MEMBERSHIP NO.

SEAL OF STATUTORY AUDITORS

- Note: 1. Dry (bulk) solid commodity shall mean dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3. Bidders are required to furnish details accordingly.
2. Row(s) may be added, as required.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 20 OF 95
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(No Deviation Certificate)

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

- 1.0 With reference to our Bid Proposal No dated for [Insert Name of the Package "Procurement of 1.0 MMT of Imported Coal for VARIOUS NTPC Power Plants, Bid Document No. CS-0011-010(6)-9, 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.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

Note: The aforesaid declaration is to be submitted on-line through e-tendering portal by accepting the GTE 'NO DEVIATION' by the Bidder.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 21 OF 95
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“COMPLIANCE ON QUALIFYING REQUIREMENTS”

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

We hereby confirm the following:

- (a) The details furnished by us in attachment IA(i) & attachment IA(ii) of bid, for establishing the compliance to specified Qualifying Requirement are in accordance with ITB, Clause 25.0 A of Volume I of the Bidding documents.
- (b) No change or substitution in respect supply Experience and Handling Experience for meeting the specified Qualifying Requirement (QR) shall be offered by us.

Note: The aforesaid declaration is to be submitted on-line through e-tendering portal by accepting the GTE ‘Do you certify full compliance on Qualifying requirements’ by the Bidder.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 22 OF 95
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“ACCEPTANCE OF FRAUD PREVENTION POLICY OF NTPC”

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

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

Note: The aforesaid declaration is to be submitted on-line through e-tendering portal by accepting the GTE 'Fraud Prevention' by the Bidder.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 23 OF 95
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INTEGRITY PACT

Between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as “The Employer”)

And

..... (hereinafter referred to as “The Bidder/Contractor ”)

And

..... (hereinafter referred to as “Consortium Partner/ Consortium Members” (if applicable))

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for “Procurement of 1.0 MMT of Imported Coal for various NTPC Power Plants” with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 24 OF 95
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Section 2 Commitments and Undertakings by the Bidder/Contractor

- 1 The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 25 OF 95
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consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

SECTION 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

- 1 The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 26 OF 95
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Section 7 Independent External Monitors

- 1 The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the Employer or a person authorized by him.
- 3 The Bidder/Contractor accepts that the Monitor 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 Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ Consortium partners/ Consortium member with confidentiality.
- 4 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer
- 6 The Monitor will submit a written report to CMD of the Employer or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of NTPC Board.
- 8 If the Monitor has reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 27 OF 95
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Section 8 Pact Duration

- 1 This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section-9 Miscellaneous Provisions

- 1 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
- 2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a Consortium partnership/Consortium/Associate, this agreement must be signed by all the partners of Consortium/Consortium Partners/Associate as the case may be.

The Parties hereby sign this Integrity Pact aton this day of.....20....

Employer	Bidder/ Contractor	Consortium Partner(s)/ Consortium member(s) (As Applicable)
Witness	Witness	Witness
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____

“DECLARATION FOR HAVING SUBMITTED SINGLE BID & CERTIFICATE FOR NO HOLDINGS WITH ANY OTHER BIDDER”

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

(a) We have submitted only one (01) bid and have not submitted price in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.

(b) That no member of our Board of Directors and/or its promoters/proprietors have any cross holding/share holding directly and/or indirectly in any manner whatsoever with any other participating bidder in this tender.

Date:

Signature)

(Printed Name)

Place:

(Designation)

(Seal)

“UNDERTAKING FOR NON ENGAGEMENT OF AGENT TO DEAL WITH NTPC”

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

Dear Sirs,

We fully understand that NTPC would deal directly and exclusively with us for the subject tender and no agency arrangements are acceptable to NTPC.

We, hereby, undertake that we shall deal directly with NTPC and have not engaged any Agent to deal with NTPC for the subject tender.

Date:

Signature)

(Printed Name)

Place:

(Designation)

(Seal)

FORMAT OF AFFIDAVIT

(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)
TO BE NOTARIZED BY A NOTARY PUBLIC

Affidavit of Shri _____ S/o _____ Aged about _____ R/o _____

I, the above named deponent, do hereby solemnly affirm and declare in terms of requirement of clause 6.3, ITB Volume I of Bidding Document as under:-

1. That I am working as _____(Designation) in _____(Name and address of the bidder/Lead Partner (Strike out which ever is not applicable) since _____ & That I am working as _____(Designation) in _____(Name and address of the Consortium Partner-2) since _____ & That I am working as _____(Designation) in _____(Name and address of the Consortium Partner-3(if applicable) since _____
2. That I am duly authorized by _____(name of the bidder/Lead Member(Strike out which ever is not applicable) & That I am duly authorized by _____ (Name and address of the Consortium Partner-2 & That I am duly authorized by _____ (Name and address of the Consortium partner-3 (if applicable)) to submit this affidavit on its behalf.
3. That Bidder/each Consortium Partner is submitting a bid in response to NTPC's Invitation for Bid for "Procurement of 1.0 MMT of Imported Coal for various NTPC Power Plants".
4. That Bidder/Consortium is not Black listed or Banned as on date of submission of bid in any of the Government/ Semi Government/ PSU's in India.
5. That the documents furnished by the Bidder/Consortium are true including the contents thereof.
6. That if at any point of time 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 Performance Bank Guarantee.
7. **DEPONENT** Verification :

Verified at _____ on _____ day of _____ 2021 that the contents of my above affidavit are true to best of my knowledge. No part of it is false and nothing material or relevant has been concealed therefrom.

DEPONENT

(Bidder/Lead Partner/Consortium Partner-2//Consortium Partner-3)

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 31 OF 95
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**“COMPLIANCE ON WITHHOLDING & BANNING OF BUSINESS DEALING POLICY OF
NTPC”**

Bid Ref. No: CS-0011-010(6)-9

DATED:

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

Plot A-8A, Sector-24, Noida-201301

We have read the contents of the Banning Policy of NTPC attached with this Bidding Document and agree to abide by this policy. Further, in terms of requirement under Banning policy we also declare the following:

- a) We have not been Banned/ Blacklisted as on date of submission of application by Ministry of Power or Government of India or any State Government or PSU or Regulatory Institution.
- 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.

We also accept 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/Performance Bank Guarantee.

Note: The aforesaid declaration is to be submitted on-line through e-tendering portal by accepting the GTE 'Banning Policy' by the Bidder.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 32 OF 95
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Bid Ref. No: CS-0011-010(6)-9

FORMAT OF REGULARIZING INVOICE TO BE SUBMITTED BY SUCCESSFUL BIDDER

Name of NTPC Power Plant:

S. No.	Particulars	Unit	Amount
1.	C&F Coal Price Per MT	US Dollar	
1A	C&F Coal Price in Indian Rupees Per MT <i>(if applicable Exchange rate of US \$ to Indian Rupees as on receipt of of such consignment by NTPC at Power Plant)</i> <i>[Documentary evidence to be provided for exchange rate conversion]</i>	INR	
2.	Marine Insurance Charges Per MT	US Dollar	
2A	Marine Insurance Charges Per MT (INR) <i>(if applicable Exchange rate of US \$ to Indian Rupees as on such consignment by NTPC at Power Plant)</i>	INR	
3.	CIF Price per MT (INR) (1A + 2A)	INR	
4.	Quantity received at NTPC Plant – (Rake-wise through Railways) <i>(Quantity measurement details are to be enclosed)</i>	MT	
5.	Total CIF Coal Price (4X3)	INR	
6.	Railway Freight <i>(copy of RR to be attached)</i> <i>Or</i> <i>Inland Waterways Transportation Freight</i>	INR	
7.	Other component of total FOR Price including Port & Inland Handling charges excluding (Railway Freight/IW Freight)@ Rs.-- - PMT, <i>(copy Bill of Entry to be enclosed)</i>	INR	
8.	Total FOR Coal Price of quantity determined at NTPC Plant (5+6+7)	INR	
9.	GST on FOR Coal Price (%...)	INR	
10	GST Compensation Cess (@ PMT)	INR	
11.	Initial Payment towards C&F Coal Price, already released by NTPC. (prorata for rake-wise quantity)	INR	
12.	Amount due at present towards Interim Payment <i>(Statement for Amount Due to be enclosed)</i>	INR	

Notes:

- (a) All elements of Contract Price along with GST on FOR Coal Price and GST Compensation Cess shall be based on received and adjusted Net Quantity at NTPC Power Plant. The payments made shall be reconciled and settled during the joint monthly reconciliation.
- (b) The invoice shall be submitted rake-wise and the payment of the same shall be released rake-wise. FOR Coal price released by NTPC for every shipment shall be adjusted against rake-wise quantity received at NTPC Power Plants. The last rake received for every shipment will contain the balance quantity for which FOR Coal price has been released by NTPC, thereby adjusting total FOR Coal price already released by NTPC.
- (c) Every invoice will have the supporting documents as detailed in the Contract.
- (d) Due reconciliation shall be carried out on monthly basis between Successful Bidder and NTPC and adjustments, if any, shall be carried out as detailed in the Contract.
- (e) Final Invoice for Balance Payment, as referred at Clause 12.3 of GCC (Volume II) of bidding documents, shall be prepared on the similar lines.
- (g) In case actual date of receipt of consignment(s) by NTPC at Power Plant **is** beyond the Delivery Schedule for the entire quantity (Referred in Volume III), the Reference Exchange rate as applicable on the last day of Delivery Schedule for the entire quantity or the Reference Exchange rate as applicable on the **actual** date of receipt of consignment(s), whichever is lower, shall be applicable for the purpose of payment.

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Bank Guarantee Form for Initial Payment
(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)

To, Bank Guarantee No.....
Date.....

[Owner's Name & Address]

Dear Sir,

In consideration of*[Owner's Name]*..... (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....*[Supplier's Name]*..... with its Registered/Head Office at and M/s (strike off, if not applicable) with its Registered/Head Office at(strike off, if not applicable) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Owner's Notification of Award No. dated and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No. dated..... valued at for*[Name of Contract]*(hereinafter called the 'Contract') and the Owner having agreed to make an interest bearing Initial Payment ('said Initial Payment') to the Supplier amounting to (in words and in figures)..... in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Supplier.

We.....*[Name and 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 Owner, immediately on demand any or, all money payable by the Supplier to the extent of*[Initial Payment]*..... as aforesaid along with interest @ 12.20 % per annum for payment made in Indian Rupees and/or 6 % per annum for payment made in USD calculated from 31st day of the date of release of the initial payment for delivered quantity of coal and/or 1st day of the date of release of the initial payment for undelivered quantity of coal, by the Owner to the Supplier, at any time upto(#)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Supplier. Any such demand made by the Owner on the Bank shall be conclusive and binding as to the amount and interest claimed by the Owner under this guarantee notwithstanding any difference between the Owner and the Supplier 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 Owner and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Owner shall have the full liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the Initial Payment or to extend the time for performance of the Contract by the Supplier. The Owner shall have the full 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 Supplier, 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 Owner and the Supplier or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner 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 Owner or any other indulgence shown by the Owner 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 Owner 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 Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to [Initial Payment]..... along with interest thereon as aforesaid and it shall remain in force up to and including(#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Supplier's Name]..... on whose behalf this guarantee has been given.

Dated this day of 201 at

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

(#) This date shall be ninety (90) days from the date of bill of lading.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 36 OF 95
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Notes:

1. The Bank Guarantee shall be from a Bank as per provisions of Annexure F of the Bidding Documents.
2. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Annexure D of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Annexure D and enclose the same with the Bank Guarantee.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where the BG shall be operated, whichever is higher.
4. In case of contract awarded to Consortium, wherever [Contractor's Name] is appearing, name of all the partners will be mentioned with the name of place of Registered / Head Office wherever applicable.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 37 OF 95
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(ELECTRONIC FUND TRANSFER)

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) BANK ACCOUNT NUMBER

(H) BANK ACCOUNT TYPE (Specify ONE)

SAVING (Yes/ No)	CURRENT (Yes/ No)	LOAN (Yes/ No)	CASH CREDIT (Yes/ No)	OTHERS (Yes/ No)
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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.

SIGNATURE

DATE :

(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.

SIGNATURE

DATE

(AUTHORISED SIGNATORY)

Authorization No. :

Name:

OFFICIAL STAMP

TECHNO-COMMERCIAL BID SUBMISSION FORM

Bid Ref No. and Date : .
Bidder's Name and Address :

To,
NTPC Limited,
6th Floor, Engineering Office Complex,
Plot No. A-8A, Sector 24, NOIDA ,
Gautam Budh Nagar, 201301, U.P
India.

Sub: Invitation for Bid for **“Procurement of 1.0 MMT of Imported Coal for Various NTPC Power Plants”**

Dear Sirs,

1.0 Having examined the Bidding Documents No. CS-0011-010(6)-9 including subsequent amendments and clarifications, if any, we the undersigned, offer Imported Coal under the above named Package **“Procurement of 1.0 MMT of Imported Coal for Various NTPC Power Plants”** in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Bid Proposal.

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by NTPC Limited being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

2.0 Attachments to the Bid form (Techno-Commercial Bid):

In line with the requirement of the Bidding Documents, we hereby confirm that we have submitted the following 'Documents to be submitted in physical form along with the bid', as specified in Bidding documents, in digital form in "Fee Cover":

- The tender fee furnished in accordance with Clause 7.4
- The power of attorney furnished in accordance with ITB Clause 3.3
- Consortium Agreement as per Attachment – IC, if applicable
- Declarations/ Affidavit of not being Black listed/Banned etc. as per Annexure-P
- Certificate from Statutory Auditor(s) of the Bidder confirming the supply and handling experience

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 41 OF 95
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- Integrity Pact (digitally Pre-signed by the Employer), as per Annexure M1 To Volume IV shall be digitally signed by all the Executants

Bids not accompanied by requisite tender fee pursuant to ITB Clause 7.0 and/or Bids not accompanied by Integrity Pact (IP) as per requirement of ITB Clause 27 will be rejected.

2.1 We have submitted the following Documents online through e tender portal in Pre-Qual/Technical Cover/Envelope:

This Unconditional Techno-Commercial Bid Submission Form (Annexure-T) duly completed together with the following attachments have been uploaded in Pre-Qual/Technical Cover/Envelope :

- Declaration for having submitted Single Bid & Certificate for No Holdings with any Other Bidder as per **Annexure N**
- Compliance on Qualifying Requirements as per **Annexure-L**
- Undertaking for Non engagement of Agent to deal with NTPC as per **Annexure-O**
- Certificate From Purchaser For Imported & Supplies Made For Bidder/Lead Partner/Consortium Partner as per **Annexure G**
- Handling Experience Certificate from Purchaser (bidder/Lead Partner/Consortium Partner) as per **Annexure I**
- Attachment I along with its enclosures: The documentary evidence establishing qualification in terms of Clause 25.0 of ITB

Attachment IA : Experience Details of Bidder /Consortium Partners (if applicable).

Attachment IB : Details of Financial Capacity Status

Attachment IC : Original Consortium Agreement (If applicable)

Attachment IE : Letter of Undertaking from Holding Company (If applicable)

Attachment IJ : Format for Declaration of Source of Imported Coal as per Clause 2 of Volume III of the Bidding document

Attachment IK : Format for order of preference in simultaneous tenders

- Copy of any amendments /addenda /corrigenda /errata /clarification to the Bidding Documents /Minutes of Meeting issued by Owner duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 42 OF 95
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- Any other document, bidder feels important to establish the qualifications and fulfill the tender requirements.
- Check list (Annexure V2)

We confirm that our Techno-Commercial Bid should not contain any price content entry. Further we understand that In case, our Techno-Commercial Bid is found to contain any price content, our bid shall be liable for rejection by NTPC.

3.0 We further confirm the following:

We have quoted for the entire quantity as mentioned in the Price schedule, Volume IV of Bidding Document and also quoted the prices for each of the plants covered in the Package, as per provisions of the bidding documents

We further confirm that in the Contractor shall be required to avail any concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract. The Contractor shall be solely responsible for availing any such concessional duty.

In such an event, the contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty so that such benefit shall be passed on to the Owner.

Further, we have noted that in case of importing coal from ASEAN countries/ Indonesia, we shall be required to avail the concessional custom duty, provided the impact of the concessional duty is beneficial to the Owner. As per the Circular dated 21.10.2013 the prevailing Basic Customs Duty (BCD) @ 'Nil'.

4.0 We confirm submission of the following by accepting attributes at NTPC e-tender portal <https://eprocurementpc.nic.in>:

1.	Certificate of Acceptance of Bid Security Declaration (To be given on-line by accepting the GTE 'Do you accept Bid Security Declaration').
2.	Certificate of Acceptance of NTPC Fraud Prevention Policy (To be given on-line by accepting the GTE "Do you accept Fraud Prevention Policy of NTPC?").
3.	Certificate of Acceptance of Banning Policy (To be given on-line by accepting the GTE "Do you accept Withholding & Banning of Business Dealing Policy?")
4.	Certificate of full compliance to all provisions of Bid Document (To be given on-line by accepting the GTE "Do you certify full compliance to all provisions of Bid Doc?")
5.	Certificate of full compliance and acceptance of "Declaration regarding compliance on procurement from a Bidder of a Country which shares Land boarder with India".
7.	Certificate on full compliance on Qualifying Requirements (To be given on-line by accepting GTE "Do you certify full compliance on Qualifying requirements")

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 43 OF 95
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- 4.1 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.2 We have also furnished our compliance on Declaration for Having Submitted Single Bid & Certificate for No Holdings With Any Other Bidder vide Annexure N.
- 4.3 We have furnished our compliance on "**UNDERTAKING BY THE BIDDER FOR NON ENGAGEMENT OF AGENT TO DEAL WITH NTPC** " of NTPC by submitting Annexure O.
- 4.4 We confirm that our quoted prices are based on the Indices and various provisions of the bidding documents.
- 4.5 We undertake, if our bid is accepted, to commence work on supply of Imported coal immediately upon your Notification of Award to us and to achieve the requirements specified in the bidding documents.
- 5.0 We undertake, if our bid is accepted, to provide Bank Guarantees towards interest bearing Initial Payment, Contract Performance Security, Hypothecation deed etc. as per stipulated formats and amounts and within the time specified in the bidding documents.
- 6.0 We agree to abide by this bid for a **period of 120 days** from the date of opening of Techno-Commercial bids, as stipulated in the Bidding Documents; and it shall remain binding upon us and may be accepted by NTPC at any time before expiration of that period.
- 7.0 Until a formal Contract is prepared and executed between us, this bid, together with NTPC's written acceptance thereof in the form of Notification of Award, shall constitute a binding contract between us.
- 8.0 We understand that NTPC is not bound to accept the lowest or any other bid, NTPC may receive.
- 9.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

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

Thanking you, we remain,

Yours faithfully,

Date : _____

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 44 OF 95
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Place : _____

(authorised signatory Name).

(Designation)

Business Address : _____

Country of Incorporation (Province also to be indicated) : _____

Email : _____

Phone No. : _____

PRICE BID SUBMISSION FORM

Bid Ref No. and Date :

Bidder's Name and Address :

To,
NTPC Limited,
6th Floor, Engineering Office Complex,
Plot No. A-8A, Sector 24, NOIDA ,
Gautam Budh Nagar, 201301, U.P
India.

Sub: **Invitation for Bid for “Procurement of 1.0 MMT of Imported Coal for Various NTPC Power Plants”**

Dear Sirs,

1.0 Having examined the Bidding Documents No. **CS-0011-010(6)-9** subsequent amendments and clarifications, if any, we the undersigned, offer Imported Coal under the above-named Package: **“Procurement of 1.0 MMT of Imported Coal for Various NTPC Power Plants”** in full conformity with the said Bidding Documents for the sum as mentioned in Output Preview of Main Screen of Bid Invitation at NTPC e-tender site or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by NTPC, being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

2.0 Attachments to the Bid form (Price Bid) :

- In line with the requirements of the Bidding Documents, we hereby confirm that we have enclosed along with Unconditional Price Bid Submission Form (Annexure-T1) the following Attachments to the Bid Form (Price) Bid :
- Price Schedule duly filled-in as per proforma
- Electronic Fund Transfer Form (Annexure-S)

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 46 OF 95
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2.1 We further confirm the following:

We have quoted for the entire quantity as mentioned in the price schedule, Volume IV of Bidding Document which has been uploaded by NTPC based on exchange rate and except for GST on FOR Coal Price, GST Compensation Cess, if any, we have included all other statutory taxes, duties & levies, Stamp duty, in our Bid Price. We have also taken into account Input Tax Credit (ITC) benefits available to us under GST regime in our Price bid.

Further, we also quoted the prices for each of the plants covered in the Package, as per provisions of the bidding documents

While quoting, we have take into account all the rules, regulations & notifications of Government of India, currently in vogue.

We further confirm that the Contractor shall be required to avail any concessional duty applicable in respect of supplies falling within the purview of trade agreements entered into by Government of India with the Country of origin from where the coal is being imported during performance of the Contract. The Contractor shall be solely responsible for availing any such concessional duty.

In such an event, the contractor will be solely responsible in all manner including completion of formalities such as making application, documentation etc. to all concerned authorities in order to obtain concession in Customs Duty.

We have noted that in case of importing coal from ASEAN countries /Indonesia we shall be required to avail the concessional custom duty, provided the impact of the concessional duty is beneficial to the Owner. As per the Circular dated 21.10.2013 the prevailing Basic Customs Duty (BCD) @ 'Nil'.

We further declare that we have not taken any deviation to provisions of bidding documents.

We confirm that our quoted prices are based on the Indices and various provisions of the bidding documents.

2.0 We further confirm that:

In case of placement of award, while invoicing, C&F Price of the Coal shall be arrived at based on the Pricing Methodology as detailed in Annexure A of Vol. – III and other applicable provisions of Bidding Documents and the applicable indices as detailed in the bidding documents shall be used for the purpose

We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, and other sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered.

Rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit, as per bidding document provisions.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 47 OF 95
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We understand that in the Price Schedule, If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail.

We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL for price schedule and the TOTAL of as mentioned in Output Preview in Main screen Bid Invitation at NTPC e tender web site shall be deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.

We further understand that in case there is a discrepancy there between the TOTAL as mentioned in Output Preview in Main screen Bid Invitation at NTPC e tender site and TOAL FOR price shown in Price schedule, then the TOAL FOR price shown in Price schedule shall be considered for further evaluation.

Further, we declare that we have quoted same FOB Coal Prices for all the Power Stations, within the Package. We understand that in case of quoting more than one FOB Coal Price for any NTPC station(s) within the Package, the highest of such FOB Coal Price shall be considered for the purpose of evaluation and lowest of such FOB Coal Price shall be considered for award.

4.0 We further confirm the following:

We confirm that for the purpose of Reverse Auction we shall use the price schedule which is enclosed in volume IV of Bidding documents for arriving the breakup of individual components at the end of the Reverse auction we will mail the scanned copy same duly signed by our authorized signatory.

All elements of Contract Price shall be based on received and adjusted Net Quantity at NTPC Power Plant. The payments made shall be reconciled and settled during the joint monthly reconciliation.

The payments to successful Bidder shall be made in equivalent Indian Rupees for FOB Coal Price, Ocean Freight & Marine Insurance Charges.

For balance Scope of work, the payments to successful Bidder shall be made in Indian Rupees only.

Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.

5.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

5.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 48 OF 95
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We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by accepting the following attribute in Main Screen of Bid Invitation at NTPC e-tender site:

"Do you certify compliance to all provisions of Bid Doc?"

Acceptance of above attribute shall be considered as our confirmation that any deviation, variation or additional condition etc or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendments(s)/Clarification(s)/Addenda/Errata (if any) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid shall be rejected.

5.2 **We further declare that additional conditions, variations, deviations, if any, found in the Price Bid, save those pertaining to any rebates offered, shall not be given effect to.**

6.0 We agree to abide by this bid including the price bid after the Reverse Auction for a period of 120 days from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by NTPC at any time before the expiration of that period.

7.0 Until a formal Contract is prepared and executed between us, this bid, together with NTPC's written acceptance thereof in the form of NTPC's Notification of Award shall constitute a binding contract between us.

We understand that NTPC are not bound to accept the lowest or any other bid, NTPC may receive.

8.0 We undertake, if our bid is accepted, to provide Bank Guarantees towards interest bearing Initial Payment, Contract Performance Security, Hypothecation deed etc. as per stipulated formats and amounts and within the time specified in the bidding documents.

9.0 We undertake, if our bid is accepted, to commence work for supply of Imported Coal immediately upon your Notification of Award to us and to achieve completion of our obligations within the time specified in the Bidding Documents.

10.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

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

Thanking you, we remain,

Yours faithfully,

Date : _____

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 49 OF 95
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Place : _____ (authorised signatory Name).

(Designation)

Business Address : _____

Country of Incorporation (Province also to be indicated) : _____

Fax No. : _____

Phone No. : _____

Annexure U NOT USED

FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'
FOR PROCUREMENT OF MMT OF IMPORTED COAL FOR NTPC POWER PLANTS

NOTE : *INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.*

Ref. No. :

Date :

.....(Contractor's Name & Address).....

.....

.....

.....

Attn : Mr.....

Sub : Notification of Award of Contract for(Package Name) **as per Bid Document No.....**

Dear Sir,

1.0 This has reference to the following :

(i) Our Invitation for Bids (IFB) No.dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no. dated..... comprising the following :

.....(List out all the Sections/Volumes of the Bidding Documents. as issued to the bidder)..... Errata/Amendment No..... to..... (Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains)..... issued to you vide our letter no.dated.....(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

(iii) Clarifications furnished to you on the Bidding Documents vide our letter no..... dated based on the query raised by **you/other prospective bidder(s). (Use as applicable)**

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 52 OF 95
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(iv) Your Proposal for the subject package submitted vide your letter No. dated..... **and its modification vide letter no. dated** **(Delete if not applicable).**

(v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)
(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

(vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.

(vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :

(a) Minutes of Meeting regarding Commercial issues (APPENDIX -)

(b) Minutes of Meeting on Technical issues (APPENDIX -)

2.0 We confirm having accepted your proposal submitted vide letter no. dated **and its modification vide letter no..... dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of**(Indicate brief Scope of Work)**..... of..... **(Name of Package)**for **(Name of project)**..... as per Specification No. :..... (hereinafter referred to as the 'Contract').

3.0 It is expressly understood and agreed by you that the Coal to be supplied by you under this contract shall be in accordance with the provision of the contract.

4.0 The Total Contract Price for the entire scope of work under the Contract shall be **(Specify the amount and currency)**..... as per the following break up:

S.No	Description	Amount
1	Total CIF value in USD for indicative quantities	
2	Total balance value of FOR Price in INR for indicative quantities	

- 5.0 Delivery Schedule
- 6.0 Specified Indices as on Base Date-
- 7.0 List of coal mines indicating the Mine (s) from which the coal is to be sourced
- 8.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(**Specify**).....days from the date of this Notification of Award.
- 9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.
Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
.....(**Name of the Owner**).....
(Authorised Signatory)

Encl. : As above.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 54 OF 95
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Form of Contract Agreement

**THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____..
BETWEEN**

- (1) *[Name of Owner]*, a corporation incorporated under the laws of *[country of Owner]* and having its principal place of business at *[address of Owner]* (hereinafter called “the Owner”), and (2) *[*name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor for(Package Name) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Référence GCC Clause 2)

The following documents shall constitute the Contract between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award.
- (c) Bidding Documents.
- (d) The Bid and Price Schedules submitted by the Contractor
- (e) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor.

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.
Contract Price and Terms of Payment

2.1 **Contract Price** (Reference GCC Clause 8)

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Owner will reimburse the Contractor are given in Appendix 3 (Terms and Procedures of Payment) hereto.

Article 3.
Effective Date for Determining Time for Completion

3.1 **Effective Date** (Reference GCC Clause 10)

The supply period of the Contract shall be determined from date of Notification of Award provided all of the following conditions have been fulfilled within a period of 28 days from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Owner and the Contractor;
- (b) The Contractor has submitted to the Owner the Performance Security, towards faithful performance of the Contract and Security for Deed of Joint Undertaking (if applicable).

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Owner, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree

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on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

- 3.3 However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of the reasons attributable to the contractor, the contract will become effective from the date of Notification of Award. In this case, contract Price and/or time of completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

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Signed by for and on behalf of the Owner

(Signature)

(Title)

in the presence of -----

(**)Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of -----

CONTRACT AGREEMENT

dated the ----- day of-----, 20-----

BETWEEN

[“the Owner”]

and -----

[“the Contractor”]

APPENDICES

Appendix 1 Notification of Award

Appendix 2 Bid submitted in hard including Price Break-up submitted after completion of Reverse Auction

Note: (*) In case of Consortium, specify name & address of all the partners of Consortium.

(**) To be signed by all the Partners of Consortium in case of Contractor being a Consortium.

Bidder's Name and Address:

To
Contract Services
NTPC Limited
Noida-201 301

CHECKLIST OF DOCUMENTS

1. Envelope I - Techno-Commercial Bid

Documents to be enclosed in Envelope No I -Techno-Commercial Bid (Comprising documents to be submitted offline & online Bid)		
S.No.	Description	Enclosed (Yes/No)
Documents to be submitted offline		
1	The 'Integrity Pact' duly signed as per format at Annexure M1 in separate sealed Envelope	(Yes* / No*)
2	Attachment for Power of Attorney of Bidder (Annexure A1), Power of Attorneys of Consortium (Annexure-A2) [i.e. i) Power of Attorney in terms of clause 3.3 i) of ITB and ii) Power of Attorney in terms of clause 3.3 iv) of ITB]	(Yes* / No*)
3	Certificate From Statutory Auditor(s) for Supplies made of Imported Coal (bidder/Lead Partner/Consortium Partner) as per Annexure H	(Yes* / No*)
4	Handling Experience Certificate from Statutory Auditor(s) (bidder/Lead Partner/Consortium Partner) Annexure J	(Yes* / No*)
5	Attachment - IC along with Appendix 1 : Original Consortium Agreement (If applicable)	(Yes* / No*)
6	Declarations / Affidavit of not being Black listed/ Banned, as per format at Annexure-P	(Yes* / No*)
Documents to be enclosed in online Techno-Commercial Bid		
1.	Techno-Commercial Bid Submission Form as per Annexure T	(Yes* / No*)
2.	Declaration for having submitted Single Bid & Certificate for No Holdings with any Other Bidder as per Annexure N	(Yes* / No*)
3.	Undertaking for Non engagement of Agent to deal with NTPC as per Annexure-O	(Yes* / No*)

4.	Duly filled Attachment–I comprising of following: [Check list for documents to be enclosed to Attachment–I]	
4a	Experience Details of Bidder / Consortium Partners (if applicable).	
4a i	Certificate from coal mine owner/ lease holder in respect of the un-tied coal quantity of the offered coal mine(s) as per Annexure G 1 / Annexure G1 B	NOT APPLICABLE
4a ii	Certificate From Purchaser for Imported & Supplies Made For Bidder/Lead Partner/Consortium Partner as per Annexure G	(Yes* / No*)
4a iii	Handling Experience Certificate from Purchaser (bidder/Lead Partner/Consortium Partner) as per Annexure I	(Yes* / No*)
4b	Attachment I (Qualification Data)	(Yes* / No*)
4b i	Attachment – IA (i)	(Yes* / No*)
4b ii	Attachment – IA (ii)	(Yes* / No*)
4c	Attachment IB : Details of Financial Capacity Status Bidder / Consortium Partners (if applicable)	(Yes* / No*)
4d	Attachment IE : Letter of Undertaking from Holding Company (If applicable)	(Yes* / No*)
4f	Attachment IJ : Format for Declaration of Source of Imported Coal as per Clause 2 of Volume III of the Bidding document	(Yes* / No*)
4g	Attachment IK: Format for Order of Preference in Simultaneous Tenders	(Yes* / No*)
4h	Attachment IE : Letter of Undertaking from Holding Company (If applicable)	(Yes* / No*)
5	Signed and stamped copy of Amendment(s) /Clarification(s)/Errata to bidding documents.	(Yes* / No*)

* Strike out whichever is not applicable.

Documents to be enclosed in (Price Bid)		
1.	Price Bid Submission Form as per Annexure T1	(Yes* / No*)
2.	Form of Electronic Fund Transfer as per Format at Annexure S	(Yes* / No*)
3	Price Schedule and BOQ sheet	(Yes* / No*)

* Strike out whichever is not applicable.

Date : **Signature)**.....

Place : **(Printed Name)**.....

(Designation).....

(Seal of the firm)

(Qualification Data)**[Bidders Name & Address]**

To
 Contract Services
 NTPC Limited
 Noida-201301

Dear Sirs,

#1.0

- i) We, the bidder M/s, confirms that we are meeting the Qualifying Requirements mentioned at Clause 25.0 A1 and 25.0 A2 of Instructions to Bidders, Vol-I of Bidding Document on our own strength/experience. We have furnished the qualification data in Attachment-IA(i) and Attachment-IA(ii) in support of meeting the Qualifying Requirements specified in Clause 25.0 A1 and 25.0 A2 of Instructions to Bidders, Vol-I of Bidding Document.
- ii) We, confirms that we are meeting the Qualifying Requirements mentioned at Clause 25.0 B of Instructions to Bidders, Vol-I of Bidding Document on our own strength/experience. We have furnished the qualification data in Attachment-IB in support of meeting the Qualifying Requirements specified in Clause 25.0 B of Instructions to Bidders, Vol-I of Bidding Document.

#Note: Bidder seeking Qualification under Clause 25.0 of ITB on the basis of strength/experience of Consortium Partners should strike out the paragraphs 1.0 above).

****2.0**

- i) We, the Bidder, have formed a Consortium *comprising of* M/s.....(Consortium Partner-1) a Company incorporated under the law of and having its Registered Office at and M/s (Consortium Partner-2) a company incorporated under the laws of and having its Registered Office atand M/s (Consortium Partner-3) a company incorporated under the laws ofand having its Registered Office at and further as per Qualifying Requirements specified of clause 25.0 of ITB, we, all Consortium partners, have also selected Consortium Partner-1 as a Lead Partner who shall be responsible for coordination and successful execution of the Contract as specified in bidding document.

- ii) We confirm that all the Consortium partners as specified above, are collectively meeting the Qualifying requirements stipulated at Clause 25.0 A1 and 25.0 A2 of Instructions to Bidders, Vol-I of Bidding Document. We have furnished the qualification data in Attachment-IA(i) and Attachment-IA(ii) in support of meeting the Qualifying Requirements specified in Clause 25.0 A1 and 25.0 A2 of Instructions to Bidders, Vol-I of Bidding Document.
- iii) We confirm that Lead Partner of the Consortium on its own, is meeting at least 51% of the Technical Criteria Requirement stipulated at Clause No 25.0 A1* and/or* 25.0 A2* in Volume I of the bidding document.
- iv) *We confirm that our Consortium Partner-2* / Consortium Partner-3* meeting at least 51% of the Technical Criteria Requirement stipulated at Clause No 25.0 A1* / 25.0 A2*in Volume I of the bidding document.
- v) *We confirm that our Consortium Partner-2 meeting at least 25% of the Technical Criteria Requirement stipulated at Clause No 25.0 A1*/ 25.0 A2* in Volume I of the bidding document.
- vi) *We confirm that Consortium Partner-3 meeting at least 25% of the Technical Criteria Requirement stipulated at Clause No 25.0 A1*/ 25.0 A2* in Volume I of the bidding document.
- vii) We, confirm that all the Consortium partners as specified above, are collectively meeting the Qualifying requirement stipulated at Clause 25.0 B except for the Net worth criteria mentioned at Clause 25.0 B (ii) of Instructions to Bidders, Vol-I of Bidding Document. We have furnished the qualification data in Attachment-IB in support of meeting the Qualifying Requirements specified in Clause 25.0 B of Instructions to Bidders, Vol-I of Bidding Document. We further, confirm that the Net worth of the each of our consortium partners including Lead Partner as on the last date of the financial year immediately preceding the date of Techno-Commercial bid opening is not less than 100% of its paid-up share capital.
- viii) We confirm that Lead Partner of the Consortium on its own, is meeting at least 51% of the Financial Criteria Requirement stipulated at Clause No 25.0 B except for Qualifying Requirement stipulated at Clause No 25.0 B(ii) in Volume I of the bidding document.
- ix) *We, the Consortium confirm that Consortium Partner-2 meeting at least 25% of the Financial Criteria Requirement mentioned at Clause No 25.0 B except for the Net worth criteria mentioned at Clause 25.0 B (ii) in Volume I of the bidding document.

- x) *We, the Consortium confirm that Consortium Partner-3 meeting at least 25% of the Financial Criteria Requirement stipulated at Clause No 25.0 B except for Net worth criteria stipulated at Clause No 25.0 B(ii) in Volume I of the bidding document.
- xii) We confirm that we have furnished legally enforceable Consortium Agreement holding ourselves jointly & severally responsible and liable to NTPC to perform all contractual obligations, valid for the entire period of contract as per the format enclosed at Attachment IC.

*** Strike off which ever is not applicable**

**** Note: Bidder seeking Qualification under Clause 25.0 of ITB on the basis of its own strength/experience should strike out the paragraphs 2.0 above).**

- 3.0 We further confirm that we submitted our qualification data in support of qualification under Clause No. 25.0 of Volume-I (ITB) of the Bidding Document as enclosed in the following Attachments:

1	Attachment IA	Experience Details of Bidder / Consortium Partners (if applicable)
2	Attachment IB	Details of Financial Capacity Status Bidder / Consortium Partners (if applicable)
3	Attachment IC	Original Consortium Agreement (As applicable)
4	Attachment ID	NOT APPLICABLE
5	Attachment IE	Letter of Undertaking from Holding Company (If applicable)
6	Attachment IF	Letter of Undertaking from Treasury Centre (Not Applicable)
7	Attachment IG	NOT APPLICABLE
8	Attachment IH	NOT APPLICABLE
9	Attachment I I	NOT APPLICABLE
10	Attachment IJ	Format for Declaration of Source of Imported Coal as per Clause 2 of Volume III of the Bidding document
11	Attachment IK	Format for order of preference In simultaneous tenders

We further understand and agree that any misleading or false information furnished by us may result in summarily rejection of our bid.

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Note:

1. In case the bid is submitted by a Consortium of maximum three (03), information required for Attachment-I shall be furnished for each partner of the Consortium, wherever applicable.
2. In case, financial year of the bidder is a calendar year, Bidder shall indicate the same and the relevant details shall be furnished accordingly.
3. Bidders/Consortium are required to furnish the details of the past experience based on which selection is to be made as per format enclosed in the bidding documents and enclose relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.
4. While providing information/documents under Attachment I, bidder shall refer carefully to Clause 25.0 of ITB of bid document. Bidder shall provide all the information/documents required to substantiate the Qualifying Requirements as per Clause 25 of ITB, under Attachment I. In case any information/documents sought under Attachment I is incongruous with the provisions of Clause 25.0 of ITB, provisions of clause 25.0 of ITB shall prevail and bidder shall comply accordingly.

(Qualification Data)

Bidder's Name and Address:

To
Contract Services,
NTPC Limited,
Noida-201 301

Dear Sirs,

A1. Qualification Data of the Bidder/Consortium)

- i) *We, as a Bidder are qualified under Clause No 25.0 A1 of the Qualified Requirements stipulated in Volume I of the bidding document as mentioned at para 1 of Attachment -I. We confirm that we have imported/exported and supplied a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve(12) months in one or multiple contracts during the past three(3) years reckoned from the date of Techno commercial bid opening.
- (or)
- ii) *We, as a Consortium are qualified under Clause No 25.0 A1 of the Qualified Requirements stipulated in Volume I of the bidding document as mentioned at para 2 of Attachment -I. We confirm that we have imported/exported and supplied a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve(12) months in one or multiple contracts during the past three(3) years reckoned from the date of Techno commercial bid opening.

***Strike off whichever is not applicable**

The experience details in support of the above*Bidder / *Lead Partner/ *Partner of the Consortium are as under:

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Experience details of *Bidder / *Lead partner of the Consortium:

Sl. No.	Name and address (with Tel No, Fax No, email Id etc) of the Purchaser to whom any of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India has been imported/exported and supplied to any firm in any continuous twelve(12) months during the past three(3) years reckoned from the date of Techno-Commercial bid opening.	PO/LOA /contract Reference#	Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc. of origin other than India	Quantity supplied (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Supplied ((Million Metric Tonnes)					

* Experience details of Consortium Partner-2:

Sl. No.	Name and address (with Tel No, Fax No, email Id etc) of the Purchaser to whom any of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India has been imported/exported and supplied to any firm in any continuous twelve(12) months during the past three(3) years reckoned from the date of Techno-Commercial bid opening.	PO/LOA Reference# /contract	Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc. of origin other than India	Quantity supplied (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Supplied ((Million Metric Tonnes)					

*** Experience details of Consortium Partner-3:**

Sl. No.	Name and address (with Tel No, Fax No, email Id etc) of the Purchaser to whom any of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India has been imported/exported and supplied to any firm in any continuous twelve(12) months during the past three(3) years reckoned from the date of Techno-Commercial bid opening.	PO/LOA Reference# /contract	Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc. of origin other than India	Quantity supplied (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Supplied ((Million Metric Tonnes)					

***Strike off whichever is not applicable**

Note: (1) In support of the above experience (s), Bidder*/ Consortium* shall furnish their respective:

- (i) Certificate from Purchaser in the suggestive format enclosed at **ANNEXURE–G2** in the Volume-IV of the bid document and
- (ii) Certificate in original from the statutory auditor(s) of the bidders in the suggestive format enclosed at **ANNEXURE –H** in the Volume-IV of the bid document.

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- (2) The *Bidder / *Consortium shall enclose relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data provided in the format **Attachment – IA(i)** . No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.
- (3) The *Bidder / *Consortium may enclose additional sheets of the above format, if required.

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(Qualification Data)

Bidder's Name and Address:

To
Contract Services ,
NTPC Limited,Noida-201 301

Dear Sirs,

A1. Qualification Data of the Bidder / Consortium

1.0

- a. *We, as a Bidder are qualified under Clause No 25.0 A2 of the Qualified Requirements stipulated in Volume I of the bidding document as mentioned at para 1 of Attachment -I. We confirm that we have handled, including port operations and loading for dispatch through Indian Railways, a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc in India, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno-Commercial bid opening.

(or)

- b. *We, as a Consortium are qualified under Clause No 25.0 A2 of the Qualified Requirements stipulated in Volume I of the bidding document as mentioned at para 2 of Attachment-I. We confirm that we that we have handled, including port operations and loading for dispatch through Indian Railways, a minimum of **0.44 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc in India, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno-Commercial bid opening.

The experience details in support of the above are as under:

***Strike off whichever is not applicable**

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Experience details of *Bidder / *Lead partner of the Consortium:

Sl. No.	Name and address (with Tel. No., Fax No, email ID etc) of the Purchaser for whom the bidder have handled, including port operations and loading for dispatch through Indian Railways in India, in any continuous twelve (12) months during the past three (3) years reckoned from the date of Techno-Commercial bid opening	PO/LOA /contract Reference#	Type of dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc.	Quantity handled (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Handled (Million Metric Tonnes)					

***Strike off whichever is not applicable**

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* Experience details of Consortium Partner-2:

Sl. No.	Name and address (with Tel. No., Fax No, email ID etc) of the Purchaser for whom the bidder have handled, including port operations and loading for dispatch through Indian Railways in India, in any continuous twelve (12) months during the past three (3) years reckoned from the date of Techno-Commercial bid opening	PO/LOA /contract Reference#	Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc.	Quantity handled (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Handled (Million Metric Tonnes)					

* Experience details of Consortium Partner-3:

Sl. No.	Name and address (with Tel. No., Fax No, email ID etc) of the Purchaser for whom the bidder have handled, including port operations and loading for dispatch through Indian Railways in India, in any continuous twelve (12) months during the past three (3) years reckoned from the date of Techno-Commercial bid opening	PO/LOA /contract Reference#	Type of dry bulk(solid) commodity, like coal, iron ore, Fertilizers, Chemicals, Cement, etc.	Quantity handled (Million Metric Tonnes)	Period of supply (From DD/MM/YYYY to DD/MM/YYYY)
Total Quantity of dry bulk(solid) commodity Handled (Million Metric Tonnes)					

Note: (1) In support of the above experience (s), *Bidder / *Lead Partner/ *Partner of the Consortium shall furnish their respective:

- i) Handling Experience certificate from the Purchaser in the suggestive format enclosed at **ANNEXURE -I** in the Volume-IV of the bid document and;
- ii) Certificate in original from the Statutory Auditor(s) of the (Bidder* / Lead partner*/ Partner of the Consortium*) in the suggestive format enclosed at **ANNEXURE –J** in the Volume-IV of the bid document;

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- (2) The *Bidder / *Consortium shall enclose relevant documents like copies of authentic work order, completion certificate, agreements, etc. supporting the details/data provided in the format **Attachment – IA(ii)** . No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.
- (3) The *Bidder / *Consortium may enclose additional sheets of the above format, if required.
***Strike off whichever is not applicable**

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(Qualification Data)

(Details pertaining to Financial Qualification of the bidder / consortium * (if applicable) as per Clause No. 25.0 (B) (i) of Volume I of the Bidding document)

Bidder's Name and Address:

To
Contract Services
NTPC Limited
Noida-201 301

Dear Sirs,

In order to meet the requirement as per Clause 25.0 B (i) of the Qualified Requirements stipulated in Volume I (ITB) of the bidding document, we hereby furnish the following details:

#1. In terms of Clause 25.0 B (i) of Qualifying requirement stipulated in Volume I (ITB) of the bidding document, We,(name of the Bidder), we, the Bidder confirm that our average annual turnover during the preceding three (3) financial years as on the date of Techno-commercial bid opening is not less than **INR 1724 Crore** (Indian Rupees One Thousand Seven Hundred and Twenty Four Crores Only) or in equivalent foreign currency. In support of above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

(or)

#2. In terms of Clause 25.0 B (i) of Qualifying requirement stipulated in Volume I (ITB) of the bidding document, We,(name of the Consortium), We, the Consortium confirm that our combined average annual turnover during the preceding three (3) financial years as on the date of Techno-commercial bid opening is not less than **INR 1724 Crore** (Indian Rupees One Thousand Seven Hundred and Twenty Four Crores Only) or in equivalent foreign currency. In support of above, we are enclosing Annual Reports, Balance Sheets and Profit & Loss Account duly certified by a Chartered Accountant.

***Strike off whichever is not applicable**

(# Bidder proposing to meet clause 25.0 the Qualified Requirements stipulated in Volume I (ITB) of the bidding document on their own experience should strike out para 2.0 above)

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Sl.No	Financial Year	Bidder/ Lead Partner*			Consortium partner 2			Consortium partner 3 (if applicable)		
		Amount in Bidder's Currency	Amount in Rs	Exchange Rate as on seven (7) days prior to date of bid opening	Amount in Bidder's Currency	Amount in Rs	Exchange Rate as on seven (7) days prior to date of bid opening	Amount in Bidder's Currency	Amount in Rs	Exchange Rate as on seven (7) days prior to date of bid opening
1.	2018 – 2019									
2.	2019 - 2020									
3.	2020 - 2021									
4.	Average Annual Turnover for the preceding three (3) Financial Years as on the date of Techno-commercial Bid Opening.									

5.	We have enclosed audited financial statements containing Annual Reports, Balance Sheets and Profit & Loss Account for the last 3 Financial Years duly certified by Chartered Accountant. In cases where audited results for the last preceding financial year as on the date of bid opening are not available, certification of the financial statements from a practicing Chartered Accountant shall also be considered acceptable.	Yes*/No*	Yes*/No*	Yes*/No*
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***Please strike off whichever is not applicable**

Note:

- i) In case of a bid submitted by consortium, the turnover shall be considered on a combined manner for all the consortium partners. However, in case of a consortium of holding and/or subsidiary companies, the options at Clause 25B (iii) is also available.
- ii) In case where audited results for the last financial year as on the date of Techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, party is not able to submit the Certificate from a 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 provided party submits a Certificate from the CEO/CFO as per the format enclosed at Annexure-B to this Attachment-IB.

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(Qualification Data)

(Details pertaining to Financial Qualification of the bidder
as per Clause No. 25.0 (B) (ii) & 25.0 (B) (iii) of Volume I of the Bidding document)

Bidder's Name and Address:

To
Contract Services
NTPC Limited
Noida-201 301

Dear Sirs,

A) To satisfy the requirements specified in Clause No. 25.0 (B) (ii) of Volume I of the Bidding document, we give below the following details:

* We hereby confirm that Net Worth of our company as on the last date of the financial year immediately preceding the date of Techno-commercial bid opening is not less than 100% of its paid-up share capital.

(or)

* We hereby confirm that Net Worth of all consortium members in combined manner is not less than 100% of its paid up share capital. However individually, Net worth is not less than 75% of its respective paid up share capitals.

***Please strike off whichever is not applicable**

The details are as under:

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Sl.No	Description	Net worth			Paid up share capital			% of Net Worth to the Paid Up Share Capital		
		Bidder/ Lead Partner*	Consortium partner 2	Consortium partner 3 (if applicable)	Bidder/ Lead Partner*	Consortium partner 2	Consortium partner 3 (if applicable)	Bidder/ Lead Partner*	Consortium partner 2	Consortium partner 3 (if applicable)
1.	Net worth/Paid up share capital on the last date of the financial year immediately preceding the date of Techno-commercial bid opening									
2.	Documentary evidence like Annual Report/Audited financial statements for the last preceding financial year/ in case Audited results for the last preceding three (3) Financial Years are not available, certification of financial statements from a practicing Chartered Accountant, in support of above is enclosed at Annexureto this Attachment- IB.									

3.	<p>Since we are not able to furnish our audited financial statements, on stand alone entity basis, we are submitting the following documents for substantiation of our Qualification :</p> <p>(a) Copies of unaudited unconsolidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 years as on the date of bid opening is enclosed at Annexure.....to this Attachment IB.</p> <p>(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the Company, is enclosed as per the format at Appendix-A to this Attachment-IB.</p>									
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B. For bidder*/Consortium* meeting requirement of Clause No. 25.0 (B) (i) and/or Clause No. 25.0 (B) (ii) of volume I of the bidding document on the strength of its Holding company.

Since we M/s.(Bidder*/Lead Partner*/Consortium Partner-2*/ Consortium Partner-3*) do not satisfy the Financial Criteria stipulated at Clause No. 25.0 (B) (i) and/or Clause No. 25.0 (B) (ii) of volume I of the bidding document, on our Own, we give below the following details of our Holding Company:

1. Name and Address of the Holding Company:
2. Turnover of the _____ (*Subsidiary and/or *Holding Company and/or *Subsidiary of its Holding Company) with the following details:

Sl.No	Financial Year	Amount in Bidder's Currency	Amount in Rs	Exchange Rate as on seven (7) days prior to date of bid opening
1.	2018 – 2019			
2.	2019 - 2020			
3.	2020 - 2021			
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno- commercial Bid Opening.			
5.	We have enclosed audited results for Annual Reports, Balance Sheets and Profit & Loss Account for the last 3 Financial Years. In case Audited results for the preceding Financial Year is not available, certification of financial statements from a practicing Chartered Accountant in respect of the company (*Subsidiary and/or *Holding Company and/or *Subsidiary of its Holding Company) in support of above is enclosed.	Yes/*No*		

*** Please strike off whichever is not applicable**

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3. Net worth of the Company.....>(*Subsidiary and/or *Holding Company and/or *Subsidiary of its Holding Company) with the following details:

Sl. No	Description	As on last date of the preceding financial year
1.	Paid-up Share Capital of the Holding Company	
2.	Net Worth of the Holding Company	
3.	%age of Net worth to Paid-up Share Capital of the Holding Company	
4.	A Letter of Undertaking from the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the bidder in case of award is enclosed as per the format at Attachment-IE. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Attachment-IB.	
5.	Documentary evidence like Annual Report/Audited financial statements for the last preceding financial year/ in case Audited results for the last preceding three (3) Financial Years are not available, certification of financial statements from a practicing Chartered Accountant in respect of holding company in support of above is enclosed at Annexure.....to this Attachment-IB.	

Notes:

- i) In case where audited results for the last financial year as on the date of Techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, party is not able to submit the Certificate from a 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 provided party submits a Certificate from the CEO/CFO as per the format enclosed at Annexure-B to this Attachment-IB.

We further confirm that notwithstanding anything stated above, the Employer reserves the right to assess our/ our Collaborator's/ our Associate's/our Subsidiaries'/ our Group Companies' capabilities and capacity to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Owner in line with QR requirement at Clause No 25.0 B of Volume I (ITB) of the bidding document.

Note: Please strike off whichever is not applicable

Bidder/ Consortium may enclose additional sheets of the above format, if required.

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PROFORMA OF CERTIFICATE

(TO BE SUBMITTED BY CEO/CFO OF THE HOLDING COMPANY ALONG WITH THE BID)

Ref. : Date:

To
Contract Services
NTPC Limited
Noida - 201301

Dear Sir,

- 1.0 I, M/s..... (CEO of the company / CFO of the company)*, declare that M/s..... (Name of the Holding Company) is the Holding Company of M/s..... Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*)
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder/consortium as part of the bid reference no.....dated..... have been considered for the purposes of the finalisation 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)

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note: *Strike off whichever is not applicable.

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APPENDIX-B

TO ATTACHMENT - IB

(PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER/CONSORTIUM PARTNER)

Ref. :

Date :

To

NTPC Limited

Contract Services-III

6th Floor, Engg. Office Complex, Plot A-8A,

Sector-24, Noida-201301

Dear Sirs,

- 1.0** I, Mr./Ms. (CEO / CFO* of M/s (Name of the *Bidder / *Consortium Partner / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening for the package (Name of the package).
- 2.0** I further, declare that the Certificate from the practicing Chartered Accountant certifying the financial parameters of M/s (Name of the *Bidder / * Consortium Partner / *Subsidiary(ies) / *Holding Company / *Subsidiaries of the Holding companies) for the last financial year is not available.

*** Strike off whichever is not applicable.**

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company).....

(Seal of Company).....

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the Consortium are jointly and severally liable to the Owner to perform all contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

AND WHEREAS M/S.....(Partner-1: Lead partner of Consortium*) meeting on its own at least 51% of one of the Technical Criteria mentioned at clause 25.0 A1 and Clause 25.0 A2 and at least 51% of Financial Criteria mentioned at Clause 25.0 B along with the Net worth criteria as mentioned at clause 25.0 B(ii) of Volume-I(ITB) of Bidding Documents and M/S(Partner-2 of Consortium) meeting at least 25% of Technical Criteria Requirement mentioned at Clause 25.0 A1 or Clause 25.0 A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause 25.0 B along with the Net worth criteria as mentioned at Clause 25.0 B (ii) of Volume-I(ITB) of Bidding Documents and M/S(Partner-3 of Consortium) **(STRIKE OFF IF NOT APPLICABLE)** meeting at least 25% of Technical Criteria Requirement mentioned at Clause 25.0 A1 or Clause 25.0 A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause 25.0 B along with the Net worth criteria as mentioned at Clause 25.0 B (ii) of Volume-I(ITB) of Bidding Documents, collectively meets the Qualifying Requirements stipulated in clause No. 25.0 (A) and Clause no. 25.0 B of Volume-I (ITB) of Bidding Documents No.....

Further, the Net worth of each consortium partners as on last date of the Financial Year immediately preceding the date of Techno-Commercial bid opening are not less than 75% of its respective paid up share capital as per criteria mentioned at clause 25.0 B ii) of Volume-I (ITB) of Bidding Documents. The Net worth of all consortium members in combined manner is not less than 100% of their paid up share capital.

* We undertake take that the (i) lead partner meets on its own at least 51% of each of the Technical criteria mentioned at Clause 25.0 A1 and Clause 25.0 A2 (ii) lead partner of Consortium meets on its own, at least 51% of only one of the Technical Criteria mentioned at clause 25.0 A1 or 25.0 A2, and one partner other than lead partner meets at least 51 % of the remaining Technical Criteria requirement.

* strike-off (i) or (ii) whichever is not applicable.

AND WHEREAS the bid has been submitted to the Owner vide proposal no.....dated based on Consortium Agreement being these presents and the bid in accordance with requirement of Qualifying Requirements have been signed jointly by all the partners and submitted to NTPC/Owner.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. That in consideration of the Award of the Contract by the Owner to the Consortium, we the partners to the Consortium Agreement do hereby agree that Partner-1 (M/s.....), shall act as the Lead Partner for self and formed on behalf of Partner-2 and partner-3 (*strike off if not applicable*), and further declare and confirm that we shall be jointly and severally be bound unto the Owner for the execution of the contract in accordance with the Contract Terms and shall be jointly and severally liable to the Owner to perform all the Technical and Contractual obligations. Further, the Lead Partner is authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium and the entire execution of the Contract shall be done exclusively with the Lead Partner.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 88 OF 95
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- 1.1 We, the partners of the Consortium confirm that in case of award of Contract we shall execute the work for which we have experience for performing all the contractual obligations collectively under the Contract.
- 1.2 In case of any breach of the said Contract by any of the partner(s) of the Consortium Agreement, the other partner(s) hereby agree to be fully responsible for the successful performance of the Contract in accordance with the terms of the Contract.
2. Notwithstanding anything contained herein, the other partners do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract and undertake to carry out all the obligations and responsibilities under this Consortium Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, if the Owner sustains any loss or damage on account of any breach of the contract, we the Consortium partners jointly and severally undertake to promptly indemnify, and pay such loss/damages, caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Owner against the Lead Partner under the contract and / or guarantees. It shall not be necessary or obligatory for the Owner to proceed against the Partner-1 to these presents before proceeding against the Partner-2 and Partner-3., if any.

We also confirm that any extension of time or relaxation given by the Owner to us shall not prejudice any rights of the Owner under this Consortium Agreement to proceed against us.
3. The financial liability of the partners of the Consortium Agreement, to the Owner with respect to any and all claims arising out of the performance or non performance of the Contract shall, however, be not limited in any way so as to restrict or limit the liabilities of any of the partner.
4. In case of an award of Contract we the partners to the Consortium Agreement do hereby agree that we shall furnish the Contract Performance Guarantee from a Bank in favour of Owner for a value as stipulated under the Contract and this shall be in the name of all partners of the Consortium.
5. It is expressly understood and agreed between the partners to this Agreement that the responsibilities and obligations of each of the partners shall be delineated in **Appendix-1** to this Agreement. It is further agreed by the partners that the above sharing of responsibility and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under the contract.
6. We, the Consortium partners agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this Agreement shall continue to be enforceable till the successful completion of Contract and till the Employer discharges it. We further, agree that this Agreement shall be without any prejudice to the various liabilities of the Consortium partners as well as other obligations of Consortium partners in terms of the Contract.

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 89 OF 95
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7. The Consortium partners will be fully responsible for the quality of all the works and timely execution thereof to the meet the completion schedule under the Contract.
8. This agreement shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
9. That this Agreement shall be operative from effective date of the Contract.

IN WITNESS WHEREOF, the Consortium partners through their authorised representatives executed these present and affixed common seal company on the day, month and year first mentioned above.

Witness:

(Consortium Partner-1)

1. Common Seal of

M/s.....

.....

has been affixed in my / our

(Signature of the authorised

Presence pursuant to Board of

representative)

Directors' Resolution dated.....

Name.....

Signature.....

Designation.....

Name.....

Common Seal of the Company.....

Designation.....

For M/s.....

Witness:

(Consortium Partner-2)

1. Common Seal of

M/s.....

.....

has been affixed in my / our

(Signature of the authorised

Presence pursuant to Board of

representative)

Directors' Resolution dated.....

Name.....

Signature.....

Designation.....

Name.....

Common Seal of the Company.....

Designation.....

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(STRIKE OFF THE PORTION BELOW IF THERE ARE ONLY TWO PARTNERS IN THE CONSORTIUM)

For M/s

Witness:

(Consortium Partner-3)

1. Common Seal of

M/s.....

has been affixed in my / our

Presence pursuant to Board of

Directors' Resolution dated.....

Signature.....

Name.....

Designation.....

(Signature of the authorised
representative)

Name.....

Designation.....

Common Seal of the Company.....

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 91 OF 95
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**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 CLAUSE 25.0 B (i) and/or 25.0B(ii) OF VOLUME –I OF BIDDING DOCUMENTS]**

Ref. : Date:

To

Contract Services
NTPC Limited, Noida - 201301
Dear Sir,

- 1.0 We, M/s..... declare that we are the holding company of M/s..... (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) and have controlling interest therein.
M/s..... (Name of the Bidder*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) proposes to submit the bid for the package..... (Name of the package) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 25.0 B (iv) of Volume –I of Bidding Documents.
- 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/ consortium), 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*/ Lead Partner*/ Consortium Partner-2*/ Consortium-Partner-3*) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder.
- 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 Owner.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.
Note: *Strike off whichever is not applicable.

Yours faithfully,

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

Date : Name & Designation.....

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

Note: The Bidder/Consortium may enclose additional sheets of the above format, if required

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PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
(To be executed by the Treasury Centre and Submitted by the Bidder alongwith the Bid, in case financial support is being extended by the Treasury Centre to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Clause 25.0 B (vi) of Volume –I of the Bidding documents)

NOT APPLICABLE

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 93 OF 95
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ATTACHMENT – IG, ATTACHMENT – IH, ATTACHMENT – II,

NOT APPLICABLE

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 94 OF 95
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(Format for Declaration of Source of Imported Coal as per Clause 2 of Volume III of the Bidding document)

Bidder's Name and Address:

To
Contract Services
NTPC Limited

As required under Clause 2 of Volume III – Technical Specification of the Bidding document no. _____, we give below the following details of coal mine(s), from where we shall be sourcing imported coal for supply to the above power stations complying strictly to Clause 4 of Volume III - Technical Specifications and Annexure B1 of Volume IV of aforementioned Bidding documents as per the awarded quantity in case of consideration of award:

S.No.	Name of Mine (s)	Location	Country	Name of Mine Owner/ Holder/ Holder	Lease Offtake

Date

Place;

(Signature)

(Printed Name)

(Designation)

(Company Seal)

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 95 OF 95
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(Format for Declaration of Source of Imported Coal as per Clause 2 of Volume III of the Bidding document)

Bidder's Name and Address:

To
Contract Services
NTPC Limited

As required under Clause 2 of Volume III – Technical Specification of the Bidding document no. _____, we give below the following details of coal mine(s), from where we shall be sourcing imported coal for supply to the above power stations complying strictly to Clause 4 of Volume III - Technical Specifications and Annexure B1 of Volume IV of aforementioned Bidding documents as per the awarded quantity in case of consideration of award:

S.No.	Name of Mine (s)	Location	Country	Name of Mine Owner/ Holder/ Holder	Lease Offtake

Date

Place;

(Signature)

(Printed Name)

(Designation)

(Company Seal)

PROCUREMENT OF 1.0 MMT OF IMPORTED COAL FOR VARIOUS NTPC POWER PLANTS; BID DOCUMENT NO : CS-0011-010(6)-9	VOLUME-IV ANNEXURES/ATTACHMENTS/ FORMATS / SCHEDULES	PAGE 96 OF 96
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BIDDING DOCUMENT NO:CS-0011-010(6)-9			Name of the Bidder:																						
S.No.	Particulars	Currency	Quoted Prices (PMT)																						
			NTPC Stations																						
			Talcher-Kaniha (1)	Mouda (2)	Farakka (3)	Kahalgaon (4)	Simhadri (5)	Dadri (6)	Solapur (7)	Kudgi (8)	Unchahar (9)	Tanda (10)	Korba (11)	Sipat (12)	Lara (13)	Darlipalli (14)	Barh (15)	Bongaigaon (16)	Barauni (17)	Gadarwara (18)	Vindhyachal (19)	Rihand (20)	Singrauli (21)	Khargone (22)	Ramagundam (23)
A	Exchange Rate	INR/USD	75.0300																						
B	FOB Price (PMT)	US\$																							
C	Ocean Freight (PMT)	US\$																							
D	Marine Insurance Charges (PMT)	US\$																							
E	Other components of FOR Coal Price including Port & Inland Handling charges and other incidental charges (excluding Railway Freight) (PMT)	INR																							
F	Railway Freight (PMT)	INR																							
	NTPC Stations		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)
X	Indicated Quantity	MT	2,10,000	90,000	50,000	50,000	2,10,000	60,000	90,000	90,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
G	CIF Price (PMT) (A+B+C)	US\$	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
G1A	CIF Price for Indicative Qty mentioned at Row 'X' above 'G1A=G' * 'X'	US\$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G1B	Total of CIF Price 'G1B' = 'G1A(1)' + 'G1A(2)' + 'G1A(3)' + 'G1A(4)' + 'G1A(5)' + 'G1A(6)' + 'G1A(7)' + 'G1A(8)' + 'G1A(9)' + 'G1A(10)' + 'G1A(11)' + 'G1A(12)' + 'G1A(13)' + 'G1A(14)' + 'G1A(15)' + 'G1A(16)' + 'G1A(17)' + 'G1A(18)' + 'G1A(19)' + 'G1A(20)' + 'G1A(21)' + 'G1A(22)' + 'G1A(23)	US\$	0.0000																						
G2	CIF Price (PMT) = ('G2' = 'G' * 'exchange rate') (Exchange Rate to be considered in line with clause 19.1 of ITB)	INR	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
H	Total CIF Price for indicative Quantity mentioned at row 'X'; 'H' = 'G2' * 'X'	INR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I	Other components of FOR Coal Price including Port & Inland Handling charges, other incidental charges and Railway Freight in INR ('I' = 'E+F') (PMT)	INR	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
J	Other components of FOR Coal Price including Port & Inland Handling charges, other incidental charges and Railway Freight for Indicative Qty at Row 'X'	INR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
K	Coal Price on "FOR NTPC Station Basis" for Indicative Quantity excluding GST on FOR Coal Price and GST Compensation Cess 'K' = 'J' + 'H'	INR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
L	Total "FOR NTPC Station Basis" Coal Price for indicative Qty excluding GST on FOR Coal Price and GST Compensation Cess for the entire package	INR	0.00																						

To be transferred to BOQ sheet for submission of Price Bid

Notes :

- 1) The Total "FOR NTPC Station Basis" for the Entire package as indicated at S.No. (L) above, is exclusive GST on FOR Coal Price and GST Compensation Cess.
- 2) NTPC shall only bear and reimburse the applicable GST on FOR Coal Price and GST Compensation Cess during execution of Contract in line with GCC Clause 9.0.
- 3) Other components of FOR Coal Price at NTPC Stations (excluding Railway Freight) as indicated at S.No.(E) above shall comprise Port & Inland Handling charges and other incidental charges including Wharfage, Stamp Duty, Pollution Cess, Terminal Charges, Wagon Haulage, Siding Charges, Stevedoring, Handling, Clearing & Forwarding charges, Insurance charges and applicable Taxes and Duties (except for GST on FOR Coal Price and GST Compensation Cess) in line with ITB Clause no. 10.6 & 10.7.
- 4) Bidder to quote their Price bids taking Input Tax Credit (ITC) benefits under GST regime, if any available to the bidder, into consideration in line with ITB Clause 10.8. NTPC shall not be in any way, responsible for the same.