

INVITATION FOR BIDS (IFB)

NTPC Limited
(A Government of India Enterprise)
(CORPORATE CONTRACTS, NOIDA)
INVITATION FOR BIDS (IFB)
FOR

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC
& APCPL (LOT-1)**
(Domestic Competitive Bidding)

Bidding Document No.: CS-0011-112F-9

Date: 12.01.2022

1.0 NTPC Limited invites on-line bids on **Single Stage Two Envelope basis (i.e. Envelope-I: Techno-Commercial and Envelope-II: Price)** from eligible Bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter, for the following Projects: -

- (i) National Capital Power Station Dadri, Vidyutnagar, Dist: Gautambudhnagar, U.P.-201008
- (ii) Feroze Gandhi Unchahar Thermal Power Station, Dist: Raibareilly, U.P- 229406
- (iii) Tanda Therma Power Station, Vidyut Nagar, U.P- 224238
- (iv) NTPC Ltd. on behalf of Aravali Power Company Private Limited (APCPL) - invites online Bids for Indira Gandhi Super Thermal Power Project (IGSTPP)- Jhajjar (3X500MW) on 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible Bidders for aforesaid Package

2.0 Salient technical Features

A. Brief Scope of Work

The scope of work under this package shall include supply, loading, transport and delivery of agro residue based biomass pellet at NTPC site.

Unloading shall be in the scope of NTPC at the particular Plant location as mentioned at para 1.0 above, provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting.

If supplier supplies the material packed in bags, consignment shall not be accepted or supplier shall unload the material at his own cost. In that case, for any extra halt of carriage vehicle, demurrage shall not be payable by NTPC.

The pellets supplied shall adhered to the technical specification given in tender document.

INVITATION FOR BIDS (IFB)

3.0 NTPC intends to finance the aforesaid Package through Domestic Funds.

4.0 Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available for examination and sale at the address given below and as per the following schedule:

Issuance of IFB	12.01.2022
Documents sale start date	From 12.01.2022
Last date for receipt of queries from bidders (if any)	19.01.2022
Pre Bid Conference date & time	Shall be conducted through VC on MS Teams on 19.01.2022 at 1100 hrs. (IST)
Bid (both Techno-Commercial and Price) submission date & time	Up to 25.01.2022 by 1300 hrs. (IST)
Date and time for opening of Techno-commercial bid	25.01.2022 15:30 hrs.
Date and time for opening of Price bid	shall be intimated after opening of Techno-commercial bid
Cost of bidding document	free of 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 MSE Benefits: Benefits under PPP 2012 for MSEs are applicable only for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods. For availing MSE benefits, bidder shall confirm that Biomass Pellets, offered / quoted are manufactured by them. For applicability of MSE benefits, bidder shall refer to the Bidding documents.

6.0 All bids must be accompanied by "Bid Security Declaration" AND UDYOG AADHAAR MEMORANDUM" (as applicable), as stipulated in the Bidding Documents.

INVITATION FOR BIDS (IFB)

7.0 A complete set of Bidding Documents may be downloaded by any interested Bidder free of cost through our GePNIC website (<https://eprocurementpc.nic.in>). For logging on to the GePNIC Site, the bidder would require user id and password which can be obtained by registration at GePNIC portal (<https://eprocurementpc.nic.in>).

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

8.0 Qualifying Requirements for Bidders:

1.0 The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT).

2.0 The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.

3.0 Bidding for the subject package is open to #bidders from within the Employer's country only, **subject to fulfillment of conditions "Restrictions on procurement from a Bidder of a country which shares a land border with India"**.

#In case of Consortium, all the Partners of the consortium shall be from within the Employer's country.

Bidder shall provide the documents in support of the type of firm/ company they own. In case of Individual applicant, Proof of Nationality and age like voter cards, passport, Aadhaar etc. may be submitted.

9.0 'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

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

11.0 Issuance of Bidding Documents to any bidder shall not construe that bidder is considered qualified.

INVITATION FOR BIDS (IFB)

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

13.0 Address for Communication

DGM (CS) / Sr.Manager (CS)

NTPC Limited,

6th Floor, Engineering Office Complex,
Plot No. A-8A, Sector 24, NOIDA,

Distt. Gautam Budh Nagar (U.P.), Pin – 201301, INDIA

Telephone No. : 9650998158/9650998784

e-mail : kumaribabita@ntpc.co.in / arvindkumar01@ntpc.co.in

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

14.0 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

NTPC Limited

(A Govt. of India Enterprise)



BIDDING DOCUMENTS

FOR

PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)

BIDDING DOCUMENT NO.: CS-0011-112F-9

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

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14.0 Registered Office

NTPC Limited
NTPC Bhawan, SCOPE Complex,
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New Delhi – 110003

Corporate Identification Number: L40101DL1975GOI007966,
Website: www.ntpc.co.in

BIDDING DOCUMENTS FOR
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BID DOCUMENT NO. : CS-0011-112F-9

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Volume-I, Section-II	– GENERAL PURCHASE CONDITIONS (GPC)
Volume-I, Section-III	– STANDARD FORMATS & CHECKLISTS ETC
Volume-II, Section-IA	– SPECIAL PURCHASE CONDITIONS (SPC)
Volume-II, Section-IB	– ATTACHMENTS OF SPC
Volume-III	– TECHNICAL SPECIFICATIONS & SCOPE OF WORK

**PROCUREMENT OF BIOMASS PELLETS FOR
VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1)**

BID DOC. NO CS-0011-112F-9

INVITATION FOR BIDS (IFB)

NTPC LIMITED

(A Government of India Enterprise)



VOLUME I

SECTION – I

INSTRUCTION TO BIDDERS

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35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
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1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents. NTPC Ltd. on behalf of APCPL-Jhajjar invites online tender, therefore, in case of APCPL-Jhajjar, Employer shall be APCPL-Jhajjar.																	
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.																
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="0"> <tr> <td>NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-IA</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-II, Section-IB</td> <td>Attachments to Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Price Schedule</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>Bidding Documents can be downloaded from the NTPC E Tender website https://eprocurentpc.nic.in.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Standard formats & Check lists etc.	Volume-II, Section-IA	Special Purchase Conditions (SPC)	Volume-II, Section-IB	Attachments to Special Purchase Conditions (SPC)	Volume-III	Technical specifications & Scope of work	Bill of Quantity	Price Schedule
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4.0	Benefits To MSEs	Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced																

Procurement of Biomass Pellets for Various Thermal Plants of NTPC & APCPL (Lot-1)

	<p>and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <ol style="list-style-type: none"> a) Award shall be given to L1 bidder if L1 bidder is a MSE. b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 “Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy.”</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p>
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		<p>Note: Generally, in tenders having Itemise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.</p>
4.1	<p>Preference to Make in India and granting of purchase preference to local suppliers</p>	<p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p><i>In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.</i></p> <p>Note: Please refer Special Purchase Condition of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.</p>
5.0	<p>Cost of Bidding</p>	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	<p>Clarification on Bidding Documents</p>	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p>

Procurement of Biomass Pellets for Various Thermal Plants of NTPC & APCPL (Lot-1)

		Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>

Procurement of Biomass Pellets for Various Thermal Plants of NTPC & APCPL (Lot-1)

10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Tender Fee, (Not applicable); Bid Security Declaration-Applicable (b) Earnest Money Deposit, (Not applicable) (c) Integrity Pact (d) Authority/Power of Attorney to sign the bid (e) Acceptance of General Technical Evaluation, if applicable (f) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) if applicable (f) Conformity to the Technical Specifications & Scope of Work (h) EFT Form, Registration details etc. (i) Priced Bill of Quantity (BOQ) (j) Declaration of local Content, if applicable (k) Any other details required in the Bid Document.
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis stipulated in the SPC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	Earnest Money Deposit /Bid Security (EMD)-NOT APPLICABLE	
14.1	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) in a sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.	
14.2	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <ul style="list-style-type: none"> 1) Demand draft drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE 	

		<p>CONDITIONS (SPC) to this bidding document</p> <p>OR</p> <p>2) Banker's cheque drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document</p> <p>OR</p> <p>3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹50,000/- (Rupees Fifty thousand only)</p> <p>OR</p> <p>4) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p> <p>In case of E-Payment , upon successful E-payment on the portal, a e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD.</p>
	14.3	<p>The EMD (in case submitted by way of DD/BC/BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case of E-payment, copy of e-receipt shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case acceptable EMD is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p>
	14.4	<p>In case of Two Stage bidding process, the EMD (in case of Stage-I (Techno-Commercial Bid) and extension of EMD (in case of Stage-II (Price Bid) shall be furnished in a sealed envelope.</p>
	14.5	<p>Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite EMD extension (in case EMD submitted by way of BG) in a sealed envelope shall be rejected by the Employer as being non-responsive and the online Bid shall be</p>

		rejected by EMPLOYER and off-line bid returned to the Bidders.
	14.6	<p>In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation of report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the</p>
	14.7	The Earnest Money Deposit of the successful Bidder to whom the Purchase Order/Contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.
	14.8	<p>The EMD may be forfeited</p> <ol style="list-style-type: none"> If the Bidder withdraws or varies its Bid during the period of Bid validity; If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub Clause 29.0; If any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents; In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award /Purchase Order/Service Order. In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA If the bidder / his representative commit any fraud while competing for this Purchase Order/contract pursuant to Fraud

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		<p>Prevention Policy of NTPC.</p> <p>g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.</p>
15.0	<p>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p>
16.0	<p>Ineligibility For Future Tenders</p>	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p>
17.0	<p>Period of Validity of Bids (Techno-Commercial Bid and Price Bid)</p>	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	<p>Nil Deviation</p>	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 01 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p>

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		<p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
20.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
20.1	PHYSICAL BID	NOT APPLICABLE
20.1.1	EARNEST MONEY DEPOSIT etc.	<p>Unless otherwise specified in the SPC, all the Documents to be submitted online form (as brought out at ITB clause 14.0) as cover defined at clause no. 20.2.1 <i>given in the Special Purchase Conditions</i>:</p> <ul style="list-style-type: none"> (i) Bid Form 1 (ii) The Earnest Money Deposit (if applicable) in accordance with ITB Clause 14.0 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iii) The Tender Fee (if applicable) in accordance with the Tender/

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		<p>MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0</p> <p>(iv) The ‘Integrity Pact” (if applicable) as per of Annexure 13 of Volume I Section IV duly signed by the signatory authorized to sign the bid. In case of Integrity pact, the same shall be submitted within 7 days of opening of Techno-commercial bid</p> <p>(v) Authority/Power of Attorney to sign the bid</p> <p><i>All the above shall submitted online under cover type-Fee Cover.</i></p> <p>Bidders are advised to ensure that the above should be submitted online before the last date & Time for submission of Bid as specified in the NIT / Tender.</p>
20.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>NOTE: Bids cannot be submitted without acceptance of attributes in GTE in online Tendering Portal.</p>
20.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	<p>The bidder shall furnish Scanned copy of following in the Fee Cover:</p> <p>(a) Bid Security Declaration</p> <p>(b) Copy of Power of Attorney/Authorisation to sign the bid</p> <p>(c) Integrity pact</p>
(B)	COVER TYPE – TECHNICAL	<p>(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <p>(i) Bidder’s Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)</p> <p>(ii) Documents in support of meeting QR stipulated in the tender.</p>

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		<p>(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTPC to add the dealer to enable the dealer/distributor/channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.</p> <p>Any other documents asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.</p> <p>The bidders shall upload the following:</p> <ul style="list-style-type: none"> (a) Eligibility and Conformity to the Technical Specifications & Scope of Work (b) Catalogues, Technical Data Sheets etc. (c) Documents asked for in the Technical Specifications & Scope of Work (d) EFT Form (e) Registration Details (f) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work. (g) Audited /CA certified financial statements of last 5 years
		<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>

20.2.2	Price Bid (COVER TYPE – FINANCE)	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on Firm price basis and to remain valid during the currency of the Contract.</p>
Documents to be uploaded in the format stipulated in the tender.		
	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions</p>

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		<p>before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit ,</p>
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing Earnest Money Deposit, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received off line (except in those cases where EMD, Tender Fee & Integrity</p>

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		<p>Pact is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit/EMD, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received, Employer shall allow only those on line bids to be opened whose EMDs, Tender Fee and Integrity Pact (if applicable) have been received in NTPC and are adequate and acceptable as per conditions of the bid document. Any other document specified in SPC to be submitted along with EMD shall also have to be submitted.</p> <p>In case requisite Earnest Money Deposit pursuant to ITB Clause 14.0, and/or Integrity Pact (IP) as per provision of Integrity Pact specified in SPC are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Any other document specified in SPC to be submitted along with EMD shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	<p>Price Bid Opening</p>	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>

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24.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>
25.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>

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<p>26.0</p>	<p>Qualification</p>	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 12 of Volume I Section IV of the bidding documents. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <ul style="list-style-type: none"> (a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC). (b) The reference Works/Orders/declared Orders, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to Qualifying requirements. (c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be
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	<p>offered by the bidder.</p> <p>EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure 12 of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and</p>
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		<p>his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination Of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ul style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0 and 4.1 , if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily , as per provisions of clause 4.0</p>

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		<p>and 4.1, if applicable.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Letter of Award/Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder</p>

Procurement of Biomass Pellets for Various Thermal Plants of NTPC & APCPL (Lot-1)

		<p>recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 02 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC ?”</p> <p>If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Banning Policy	<p>The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website http://www.ntpctender.com. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor under GPC clause 42 (a) to (d) or any of the grounds detailed in the said Banning Policy.</p> <p>Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at Annexure 03 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC ?”</p>
40.0	Integrity Pact	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt</p>

Procurement of Biomass Pellets for Various Thermal Plants of NTPC & APCPL (Lot-1)

		<p>influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer's tender website http://www.ntpctender.com.</p> <p>If asked for in the SPC, a signed copy of the Integrity Pact is to be submitted with the EMD as indicated in the SPC.</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
	Important Note	<p>The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</p>

CLAUSE 42.0

Prebid conference shall be held through video conference (MS TEAMS) on scheduled date & Time indicated in the IFB of Bidding Documents.

MS Teams link for online Pre Bid Conference is given below:

<https://teams.microsoft.com/j/channel/19%3aPZc6WqO5OPu2N8Ah5VImPHVySIARJ2j8touocWOMBVs1%40thread.tacv2/General?groupId=8422ac15-3fa6-429d-8bf7-caafce56f1c4&tenantId=2c631f90-6a65-4bb3-a626-c0f6f5790a9a>

NTPC LIMITED
(A Government of India Enterprise)



**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL
PLANTS OF NTPC & APCPL (LOT-1)**

VOLUME – I

SECTION II

GENERAL PURCHASE CONDITIONS

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3.	Order of the precedence of the Documents
4.	Language
5.	Singular and Plural
6.	Headings
7.	Incoterms



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

1.0	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Contract” means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.</p> <p>“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>“GPC” means the General Purchase Conditions.</p> <p>“SPC” means the Special Purchase Conditions.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Employer” means NTPC Ltd., New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Employer. In case of IGSTPP, Aravali Power Company Private Limited (APCPL) shall be Employer.</p> <p>“Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.</p> <p>“Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>“Government” means the Government of the Employer’s country ie INDIA.</p> <p>“Local Currency” means the currency of the Government of India.</p> <p>“Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and</p> <p>Law Governing the Contract: The Contract, its meaning and</p>
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		<p>interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p> <p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
1.1		<p>“Sub-contractor from a country which shares a land border with India” means;</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose <i>beneficial owner</i> is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>1.1.1 The beneficial owner for the purpose of clause “1.1” above will be as under;</p> <ul style="list-style-type: none"> a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ul style="list-style-type: none"> i. “Controlling ownership interest” means ownership of or entitlement to more than 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

		<p>fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>1.1.2 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
2.0	Contract Documents	<p>The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called Supplier.</p>
3.0	Order of the precedence of the Documents	<p>The order of precedence of documents shall be as under:</p> <p>a) Letter of Award/ Purchase Order/ Service Order along with its annexures.</p> <p>b) Amendment to Bidding Documents</p> <p>c) Special Purchase Conditions</p> <p>d) Technical Specifications & Scope of Work & Field Quality Assurance plan, if any</p> <p>e) General Purchase Conditions</p> <p>f) The Bid and BOQ submitted by the Supplier</p> <p>g) Instructions to bidders</p> <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p>
4.0	Language	<p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.</p>
5.0	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>

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

		party in writing.
13.0	Governing Laws	The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.
14.0	Settlement of Disputes	
14.1	Mutual Consultation If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. 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.	
14.2	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.	
14.2.1	Invitation for Conciliation	<p>(i) 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.</p> <p>(ii) 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.</p> <p>(iii) 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.</p>

<p>14.2.2</p>	<p>Conciliation</p>	<p>(i) Where Invitation for Conciliation has been furnished under GPC sub clause 14.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.</p> <p>(ii) ESC will be formed from experts comprising of 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.</p> <p>(iii) 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 Joint Secretary, Retired Judges, Retired Executive directors/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.</p>												
<p>14.2.3</p>	<p>Proceedings before ESC</p>	<p>(i) 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.</p> <p>(ii) The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> Chronology of the dispute Brief of the contract Brief history of the dispute Issues <table border="1" data-bbox="699 1499 1382 1688"> <thead> <tr> <th>Sl. No.</th> <th>Description of Claims/ Counter claims</th> <th>Amount (in foreign currency/INR)</th> <th>Relevant Contract</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <ol style="list-style-type: none"> Details of Claim(s)/Counter Claim(s) Basis/Ground of claim(s)/counter claim(s) along with relevant clause of contract. <p>Statement of claims shall be restricted to maximum limit of 20 pages.</p>	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract								
Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract											

		<p>(iii) In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p> <p>(iv) The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of 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.</p> <p>(v) 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.</p> <p>(vi) Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.</p>						
<p>14.2.4</p>	<p>Fees & Facilities to the Members of the ESC</p>	<p>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc. shall be as provided herein below:</p> <table border="1" data-bbox="605 1409 1414 1824"> <thead> <tr> <th data-bbox="605 1409 678 1478">Sl</th> <th data-bbox="678 1409 924 1478">Fees/ Facility</th> <th data-bbox="924 1409 1414 1478">Entitlement</th> </tr> </thead> <tbody> <tr> <td data-bbox="605 1478 678 1824">1</td> <td data-bbox="678 1478 924 1824">Fees</td> <td data-bbox="924 1478 1414 1824">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.</td> </tr> </tbody> </table>	Sl	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.
Sl	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.
		8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
		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.		
14.2.5	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.			
14.2.6	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.
14.3	Arbitration
14.3.1	<p>If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses 14.1 & 14.2 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.</p> <p>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months. 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.</p> <p>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 14.2 above</p>
14.3.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GPC Sub Clause 14.3.1, shall be finally settled by arbitration.
14.3.3	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 shall proceed with the reference from the stage where his predecessor had left.

	<p>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.</p>												
	<p>d) The Arbitrators shall be paid fees at the following rates:</p> <table border="1" data-bbox="404 426 1398 1108"> <thead> <tr> <th data-bbox="407 430 618 625">Amount of Lump sum fees (including fees for study of pleadings, Claims and case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.</th> <th data-bbox="618 430 1395 625">Counter Claims (excluding interest)</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 632 618 705">Up to Rs.50 lakhs</td> <td data-bbox="618 632 1395 705">Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.</td> </tr> <tr> <td data-bbox="407 711 618 810">Above Rs.50 lakhs to Rs. 1 Crore</td> <td data-bbox="618 711 1395 810">Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.</td> </tr> <tr> <td data-bbox="407 816 618 915">Above Rs.1 crore and up to Rs.5 Crore</td> <td data-bbox="618 816 1395 915">Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.</td> </tr> <tr> <td data-bbox="407 921 618 1020">Above Rs. 5 Crore and up to Rs.10 Crore</td> <td data-bbox="618 921 1395 1020">Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.</td> </tr> <tr> <td data-bbox="407 1026 618 1100">Above Rs.10 Crore</td> <td data-bbox="618 1026 1395 1100">Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.</td> </tr> </tbody> </table> <p>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</p>	Amount of Lump sum fees (including fees for study of pleadings, Claims and case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.	Counter Claims (excluding interest)	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/-.
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	<p>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:</p> <ul style="list-style-type: none"> (i) 40% of the fees if the Pleadings are complete (ii) 60% of the fees if the Hearing has commenced (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed. 												
	<p>f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <ul style="list-style-type: none"> (i) 40 % of the fees on Completion of Pleadings (ii) 40% of the fees on conclusion of the Final Hearing (iii) 20% at the time when arbitrator notifies the date of final award. 												
	<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>												

	h) The Arbitration shall be held at Delhi only or any other location specified in SPC.	
	i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.	
	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.	
14.3.4	In case the Indian Contractor is a Central Government Department/Enterprise/organization 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.	
14.4	Notwithstanding any reference to the Conciliation or Arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. (b) the Employer shall pay the Contractor any monies due to the Contractor.	
15.0	Scope	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.</p> <p>b. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>c. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
16.0	Price Basis	As detailed in SPC.
17.0	Insurance	As detailed in SPC.
18.0	Freight	As detailed in SPC.
19.0	Delivery schedule	<p>The delivery Period shall commence from date of the Purchase Order/Service Order unless stated otherwise in the SPC.</p> <p>The Delivery of the Goods and Completion of the related Services shall</p>



		be in accordance with the Delivery and Completion Schedule as per SPC.
20.0	Contract price	The Contract Price shall be as specified in the Purchase Order / Service Order.
21.0	Payment terms	<p>Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Employer specifying the amount due.</p> <p>Payment shall be released within 30 days of receipt, acceptance of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA.</p> <p>Our Standard Payment terms are as under:</p> <p>For Supplies: The payment would be made within 30 days of receipt and acceptance of materials.</p> <p>For AMC/CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by NTPC at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period</p>
22.0	Procedure of payment	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.
23.0	Tax deduction at source	Tax deduction at source shall be governed as per prevailing rules.
24.0	Contract performance Guarantee (CPG)/PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> • A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender or as per SPC) • An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. <p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of total order value. CPG should be valid for a period of three months (3</p>

		<p>months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> <p>e. FOR AMC / CMS PERIOD</p> <p>The bidder shall be required to furnish a CPG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 months beyond the Annual Maintenance /Comprehensive Maintenance Services Contract period.</p> <p>This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 3% shall be released only after receipt of BG for AMC/CMS period.</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. CPG, Warranty, Guarantee clause as specified in the SPC shall prevail. 2. <i>In case CPG is submitted by way of Bank Guarantee, while issuing the physical BGs, the Supplier's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</i>
25.0	Taxes & Duties	<ol style="list-style-type: none"> i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract. viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view

		<p>of Reverse Charge Mechanism (RCM) as per GST Law.</p> <p>ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.</p> <p>xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.</p> <p>xx. The payment/reimbursement of statutory variations in the rates of tax</p>
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		and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.
26.0	Entry tax	Subsumed in GST.
27.0	Road permit	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
28.0	Authorised representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.
29.0	Packing	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p>
30.0	Warranty	<p>The provision of Warranty shall be as per SPC /Technical Specification.</p> <p>Our general terms are:</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.</p>
31.0	Patents	<p>All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for</p>

		<p>infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p>
32.0	Indemnification	<p>The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p>
33.0	Inspection and tests	<p>All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>
34.0	Removal of rejected goods and replacement	<p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>
35.0	Liquidated damages	<p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or</p>

		part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.
36.0	Amendment/ modification of contract	Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.
37.0	Payment at reduced rates	If the goods supplied are not according to specifications stipulated in the order, NTPC may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by NTPC.
38.0	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
39.0	No breach of contract	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
40.0	Obligations of the Supplier	The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.
41.0	Force majeure	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <p>(i) terrorist acts,</p> <p>(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or</p>

		<p>de facto authority or ruler or any other act of failure to act of any local state or national government authority,</p> <p>(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.</p> <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14.0 (Settlement Of Disputes)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Supplier herein.</p>
<p>42.0</p>	<p>Termination</p>	<p>The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :</p> <p>(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p>

		<p>(b) if the Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.</p> <p>(e) if the Employer, at its sole discretion, decides to terminate this Contract.</p> <p>(f) If the Contractor, sub-contracts any part of the works in violation of the provision of SPC Clause 44.0.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
43.0	Risk purchase	In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.
44.0	Limitation of Liability	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
45.0	Fraud Prevention	The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the

	Policy	Fraud Prevention policy of the Employer displayed on its tender website http://www.ntpctender.com . The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
46.0	Integrity Pact	<p>NTPC has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com.</p> <p>The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employers tender website http://www.ntpctender.com.</p> <p>Note: In case Integrity Pact is applicable for the particular tender, the same shall be specified in the SPC.</p>
47.0	No Claim for interest or damage	<p>47.1 Interest on money due to the contractor/vendor:</p> <p>No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him.</p> <p>47.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever</p>
48.0		<i>NTPC reserves the right to divert the supplies from a particular project to any other project. Price for the new project will be decided after mutual agreement between the Employer and the Contractor. Further, in case of diversion, L1 price in terms of Rs/1000 kcal of the project wherein supplies being diverted, shall be ceiling price."</i>
Important Note		The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.

--- *** ---



NTPC LIMITED

(A Government of India Enterprise)



**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS
THERMAL PLANTS OF NTPC & APCPL (LOT-1)**

VOLUME – I

SECTION III

STANDARD FORMATS &

CHECK LISTS ETC.

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Bid Form 1

EMD BID SUBMISSION FORM
(To be submitted with EMD)

(---NOT APPLICABLE---)



Annexure – 01

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

(Certificate of "NIL" Deviation)

Towards COMPLIANT BID

Note: The aforesaid confirmation is to be submitted on-line through e-tendering portal by accepting the GTE Attribute by the Bidder.



FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Note: The aforesaid acceptance is to be submitted on-line through e-tendering portal by accepting the GTE Attribute by the Bidder.



DECLARATION ON BANNING POLICY

Note: The aforesaid acceptance is to be submitted on-line through e-tendering portal by accepting the GTE Attribute by the Bidder.



Annexure- 04

CERTIFICATE OF COMPLIANCE ON QUALIFYING REQUIREMENT

NOT USED



Details of PAN number, TIN, GST number etc.
to be submitted.



Annexure 06

E.F.T.Form

(Used as Attachment-12 to SPC (vol-II Sec-I Part-B))



PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with Stamp Act)

(---NOT APPLICABLE---)



FORM OF EXTENSION OF BANK GUARANTEE

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

Ref. No.:

Date:

To,

NTPC Limited,

.....
.....
.....
.....

Dear Sirs,

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

At the request of M/s we Bank branch office at and
having its Head Office at do hereby extend our liability under the
above mentioned Guarantee No. dated for a further
period of year/months from _____ to expire on

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

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

Signature
Name
Designation
Authorised Vide
Power of Attorney No.

Dated

SEAL OF BANK

Note:

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



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

Bank Guarantee No.....

Date :

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

Dear Sirs,

In consideration of the NTPC Ltd., (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at for (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to **Rs. (amount in words)**** to the purchaser.

We,(Name & Address of Bank)..... having our 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 & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of as aforesaid at any time up to (*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller 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 purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.



The Purchaser 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 Contract by the Seller. The Purchaser 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 Seller, 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 Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 purchaser or any other indulgence shown by the Purchaser 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 purchaser 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 seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to 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 on whose behalf this guarantee has been given.

Dated this day of 20..... at

WITNESS

1) SIGNATURE
NAME
OFFICIAL ADDRESS

SIGNATURE
NAME
DESIGNATION
BANK'S COMMON SEAL

2) SIGNATURE
NAME
OFFICIAL ADDRESS

ATTORNEY AS PER POWER OF ATTORNEY
NO.....
DATE



NOTE :

1. (*) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
4. The Stamp paper 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 non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.
6. **** Security deposit @ 7 lakh per 20 TPD for 7 year tenders. Further security deposit amount shall be computed @3.5 Lakhs per 10 TPD or part thereof the awarded quantity.**

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

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

Sl. No.	Details of Checks	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser indicated on the back of stamp paper under the Signature of Stamp Vendor?	

	(The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Head of the Bank?	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal

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.



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 of 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 NTPC

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

PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (Lot-1) BID DOC. NO CS-0011-112F-9

VOL-1-SEC-III-STANDARD FORMATS-ANNEXURE-11



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

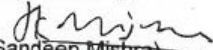
We refer to your letter dated 3rd September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

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

PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL
PLANTS OF NTPC& APCPL (Lot-1) BID DOC. NO CS-0011-112F-9

VOL-1-SEC-III-STANDARD
FORMATS-ANNEXURE-11



Summary of Details & Documents in Support of QR

*(To be submitted in Envelope 2 with Techno-
commercial Bid)*
(---NOT APPLICABLE---)



Details pertaining to Technical Qualification of Bidder

Annexure 12A

(---NOT APPLICABLE---



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

(TO BE SUBMITTED BY 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.



Annexure- 12C

NOT USED

Special Purchase Conditions

Vol-II- Sec-IA

**Procurement of Biomass Pellets for various Thermal
Plants of NTPC AND APCPL-JHAJJAR (LOT-1)**

**NTPC LIMITED.
(CORPORATE CONTRACTS SERVICES)**

Bid Document No: CS-0011-112F-9

SPECIAL PURCHASE CONDITIONS (SPC)

For

Procurement of Biomass Pellets for various Thermal Plants of NTPC AND APCPL-JHAJJAR (LOT-1)

Bid Document No: CS-0011-112F-9

*(The conditions in this section will supersede any other related conditions
anywhere else in this tender document)*

Special Purchase Conditions – Volume II section I Part – A

1.0	Tender ID / NIT No/ Subject	Procurement of Non-Torrefied/ Torrefied Biomass Pellet for various Thermal Plants of NTPC as per list at clause 6.0 of Special Purchase conditions
2.0	TYPE OF BIDDING	Single Stage Two Envelope bidding without Reverse Auction on fully compliant basis.
3.0	REVERSE AUCTION RULES	NOT APPLICABLE
4.0	VALIDITY OF OFFER	180 days from date of opening of Techno-Commercial Bid.
5.0	BIDDING PROCEDURE	<p>5.1 Bidders shall submit their Bids [Common Envelope-I (Techno- Commercial) Bid and separate Envelope-II (Price) Bids] as per the Terms and Conditions of the Common Bidding Document no CS-0011-112F-9.</p> <p>5.2 Bidder can submit their Common Envelope-I (Techno-Commercial) Bids for any number of the projects mentioned at clause 6.0 of Special Purchase Conditions.</p> <p>5.3 As per evaluation and award criteria stipulated at SPC clause 30.0 & 31.0. Bidders shall submit the Bid Security Declaration and / or MSE Certificate (as applicable) as specified in Clause 7.0 of Special Purchase Conditions.</p> <p>5.4 As brought out at clause 2.0 of SPC, Single Stage Two Envelope Bidding process is being followed for Biomass Pellet Procurement. Accordingly, Bidders shall submit common Envelope-I (Techno- commercial) Bids for the number of Projects they are interested in participating. Further, Bidders shall submit separate Envelope-II (Price) Bids for such Projects for which Bidder is interested in participating.</p> <p>5.5 Price bids submitted by the Bidder shall be opened and evaluated separately for each Project in the sequence the Projects are listed at clause 6.0 of SPC.</p> <p>5.6 Allocation criteria: Maximum allocation shall be 100TPD/bidder/plant for torrefied/non torrefied or combination of both torrefied and non-torrefied pellets.</p> <p>The allocation will include torrefied and non-torrefied per bidder per station and the cumulative quantity to be allocated per bidder shall not exceed 200TPD including torrefied and non-torrefied.</p> <p>However higher allocation up to 500TPD (cumulative) and 200 TPD per station can be made to the bidders with higher annual turnover/ existing manufacturing capacity.</p> <p>No allocation will be made below 20TPD and thereafter allocation shall be limited to nearest multiple of 10 TPD.</p>

NTPC may agree for reduction in quantity after L1 price matching if bidder (other than L1 bidder) desires to decrease the quantity as offered during bid.

Further, in case a bidder/ Consortium Partner comes out as successful bidder / Consortium for cumulative orders of 200TPD in this tender, after Price Bid opening in the order mentioned at clause 6.0 of SPC they will not be allowed to participate further in the Award process and its Price bids for remaining projects shall not be opened.

A Bidder who is participating as a consortium partner shall not participate in any of the Projects/Stations in this tender, as an individual Bidder/ Partner in any other Consortium / LLP / Partnership firm.

- A Bidder who is participating in any of the project/Station in this Tender shall not participate in the same projects/station through Partnership firm/LLP in which he is Partner/Employee, Company in which he is Director/employee.

5.7 Financial Turnover:

- I. Allocation shall be based on Maximum annual turnover of any of the five preceding financial years. Maximum annual turnover in place of average annual turnover in view of the pandemic affecting the market in last two years. Maximum allocation per year shall be limited to twice the maximum annual turnover for order up to 200TPD.
- II. Under the above methodology, bidder shall not be allowed to quote for less than 20 TPD but NTPC can award less than 20 TPD in Multiple of 10 TPD [allocation TPD = (Turnover*2) / (Rate * 365); Rate in Rs./Ton]
- III. Under this methodology, maximum allocation per vendor per station will be limited to 100 TPD and total allocation will be limited to 200 TPD.
- IV. If Bidder wants to bids for more than 100 TPD per station, then allocation shall be limited to actual Turnover (maximum in last five preceding years) of the bidder subject to allocation of maximum 200 TPD per station per vendor and 500 TPD per vendor on cumulative basis for all plants. The allocation limit shall apply to torrefied and non-torrefied taken together.

5.8 Manufacturing Capacity of Bidder: If bidder does not meet turn over criteria as given above, but has existing pellets manufacturing plant, allocation shall be limited to surplus capacity (i.e. net of existing pellet capacity in TPD – present pellets purchase order received by vendor in TPD) of particular bidder (CAPACITY OF PLANT TO BE CERTIFIED by practicing Chartered Accountant)

5.9 Financial tie ups: In case bidder wants allocation more than their eligibility calculated as per Above criteria at 5.7 or 5.8, the bidder may be given an option to submit Commitment letter/ Comfort letter/agreement from Bank/Financial Institution for sanctioning of Loan to the bidder for the said purpose with techno commercial bids.

5.10 Maximum allocation shall be limited to 100 TPD for each plant and 200TPD cumulative.

5.11 In case of Consortium, the combined Annual Turnover/manufacturing capacity/Financial tie- up of the constituents/participants shall be considered for allocation. In no case the maximum number of participants can exceed 3.

5.12 Bids for Torrefied pellets and Non torrefied pellets shall be opened separately in project wise sequence as specified in the bid document. Further, opening of the price bids for Torrefied pellets followed by Non-Torrefied pellets.

6.0		<p>Envelope-I: Techno-Commercial Bid [Common for four (04) Projects]</p> <p>The IFB/Tender No for Envelope-I (Techno-commercial) Bid in NTPC GePNIC tendering website is 2022_NTPC_58476_1</p> <p>Bidders are required to submit common Techno-Commercial Bid for all the Projects (one or more & up to 04 projects) for which Bidder is interested, in this IFB/Tender No (2022_NTPC_58476_1).</p> <p>Envelope-II: Price Bid [Separate for four (04) Projects]</p> <p>Bidders have to submit Envelope-II (Price Bid) separately in BOQ template enclosed with tender documents for each project for which Bidder has shown interest in Techno-Commercial Bid as per SPC clause no. 5.0. The IFB/Tender ID No. for uploading Envelope-II (Price Bid) in NTPC GePNIC website for the projects:</p> <table border="1" data-bbox="667 638 1474 1220"> <thead> <tr> <th>Sl. No.</th> <th>Project Name</th> <th>ITEM</th> <th>Tender ID No for Price Bid</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>National Capital Power Station</td> <td>Torrefied Biomass Pellet</td> <td>2022_NTPC_58600_1</td> </tr> <tr> <td rowspan="2">2.</td> <td rowspan="2">Feroze Gandhi Unchahar Thermal Power Station</td> <td>Torrefied Biomass Pellet</td> <td>2022_NTPC_58662_1</td> </tr> <tr> <td>Non- Torrefied Biomass Pellet</td> <td>2022_NTPC_58681_1</td> </tr> <tr> <td rowspan="2">3.</td> <td rowspan="2">Tanda Thermal Power Station</td> <td>Torrefied Biomass Pellet</td> <td>2022_NTPC_58682_1</td> </tr> <tr> <td>Non- Torrefied Biomass Pellet</td> <td>2022_NTPC_58683_1</td> </tr> <tr> <td rowspan="2">4.</td> <td rowspan="2">IGSTPP-Jhajjar</td> <td>Torrefied Biomass Pellet</td> <td>2022_NTPC_58684_1</td> </tr> <tr> <td>Non- Torrefied Biomass Pellet</td> <td>2022_NTPC_58685_1</td> </tr> </tbody> </table> <p>NOTE:</p> <p>1.0 Price Bids for Torrefied pellets and Non torrefied pellets shall be opened separately in project wise sequence as mentioned above. Further, opening of price bids for Torrefied pellets shall be followed by Non-Torrefied pellets.</p> <p>2.0 Price bid is to be submitted for number of projects mentioned at (Attachment 4- DECLARATION REGARDING NUMBER OF PROJECTS FOR WHICH BIDDER IS INTERESTED IN TAKING AWARD). In case price bids have been submitted for more than the number of projects indicated in attachment 4, then price bid for the such projects shall not be opened.</p>	Sl. No.	Project Name	ITEM	Tender ID No for Price Bid	1.	National Capital Power Station	Torrefied Biomass Pellet	2022_NTPC_58600_1	2.	Feroze Gandhi Unchahar Thermal Power Station	Torrefied Biomass Pellet	2022_NTPC_58662_1	Non- Torrefied Biomass Pellet	2022_NTPC_58681_1	3.	Tanda Thermal Power Station	Torrefied Biomass Pellet	2022_NTPC_58682_1	Non- Torrefied Biomass Pellet	2022_NTPC_58683_1	4.	IGSTPP-Jhajjar	Torrefied Biomass Pellet	2022_NTPC_58684_1	Non- Torrefied Biomass Pellet	2022_NTPC_58685_1
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7.0	BID SECURITY DECLARATION FORM	<p>Each Bidder is required to declare the number of Projects for which Bidder is interested in participating in Attachment-4. All Bidders shall submit the Bid Security declaration (Attachment-1) as per format of the form of bid security declaration included in the Bidding Documents. MSE bidders shall also submit Udyog Aadhaar Memorandum (UAM) in addition to Bid Security Declaration form.</p> <p>7.1 In case a Bidder (except MSE Bidders who have submitted Udyog Aadhaar Memorandum) does not submit the aforesaid declaration or no</p>																										

		<p>confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened. In case an MSE bidder has not submitted the either valid MSE certificate or Bid security declaration form then their bid shall be rejected.</p> <p>7.2 ---Deleted---</p> <p>7.3 MSEs seeking benefits (as per Cl. 4.0 of Instructions to Bidders) should upload a copy of UDYOG AADHAAR MEMORANDUM as a part of their bid, failing which their bid shall be treated as Non-MSE bid. The modalities of treatment as MSE bidder for Price Preference shall be as per Clause No. 8A and its sub-clauses of Special Purchase Conditions.</p> <p>7.4 --Deleted---</p> <p>7.5(i) The Bid Security Declaration form in Original shall be submitted in a separate sealed envelope / scanned copy through email to Sr Manager (CS)/DGM (CS) at the email address mentioned at Clause 40.0 of Special Purchase Conditions (SPC), before the stipulated bid submission closing date and time. MSE bidders shall submit UDYOG AADHAAR MEMORANDUM also as stipulated above. In case acceptable Bid Security Declaration form and / or valid Udyog Aadhaar Memorandum as stipulated above, is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>7.5 (ii) In case of Consortium, the bid security declaration form, shall be signed by all the partners of the Consortium.</p> <p>Note:</p> <p>a. Any Bid (except MSE bid who have submitted valid UDYOG AADHAAR MEMORANDUM) not accompanied by a Bid Security Declaration form as stipulated at clause 7.5(i) shall be rejected by the Owner as being non-responsive and shall not be opened.</p>
8.0 A	Benefits To MSEs	<p>APPLICABLE towards Allocation of Quantity.</p> <p>As per Annexure-Alloc-A, on submission of</p> <ul style="list-style-type: none"> Under taking as per format Attachment-7 (<u>ANNEXURE- Alloc-A-3</u>)

- Documentary evidence towards exemptions as applicable as per Attachment-7A.

Applicability of MSE Benefits

MSE bidders shall be given preference in evaluation as per Annexure-Alloc-A of Special Purchase Conditions.

In case of MSE bidders, UDYOG AADHAAR MEMORANDUM (UAM) may be uploaded as a documentary evidence of their MSE status AND Declaration/ Undertaking (as per Attachment-7) to avail preference in evaluation for MSEs. If such document is not attached in the bid, 'Preference to MSE' shall not be given during evaluation for the tender.

IMPORTANT

Sub: Modality for additional validation of bidder in context of revised MSME reclassification.

1.0 Government of India through Ministry of Micro, Small and Medium Enterprises, Vide MSME Notification S.O. 2119 (E) dated 26th June 2020, has reclassified MSME, wef 1st July 2020. The composite criteria for MSME reclassification as per the above mentioned notification is as under:

“A micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and

A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.”

2.0 On line generation of Udyog Aadhaar Memorandum, by the entrepreneur, is available from 1st July 2020. As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st April 2021, **Udyam registration shall be the ONLY valid MSME Registration Document**

		<p>For availing MSE benefits, bidder shall confirm that Biomass Pellets (Torrefied/Non-Torrefeid) offered and quoted are manufactured by them.</p> <p>Further, the benefit of purchase preference will be available only when Bidder is a manufacturer of biomass pellets and in case of non-manufacturing of pellets by bidders, its bid shall be evaluated/treated as Non-MSE bid, provided bidder has furnished Bid Security Declaration form as per SPC clause 7.0.</p> <p>The Purchase Preference shall be extended to MSE Bidders based on Udyog Aadhaar Memorandum submitted by them supported by Certificate from Chartered Accountant specifying that Bidder has set-up manufacturing plant for pellets and providing details like manufacturing capacity of Plant for Biomass Pellet Manufacturing etc, along with the Undertaking (Attachment-7) in support of the claim that such item(s) are manufactured by the Bidder. The format to be furnished by the Bidder after due certification from practicing chartered Accountant is attached at Attachment-7A. In case, Chartered Accountant Certificate is not submitted along with Bid and only valid MSE Certificate and Bid Security Declaration Form is submitted by the Bidder then, techno-commercial bids shall be opened and Bidder shall be given an opportunity to submit requisite CA certificate in a time bound manner failing which, their bid shall be treated as Non-MSE bid.</p> <p>Purchase preference to eligible MSE will be given only for the item{s} quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has only submitted Udyog Aadhaar Memorandum and has not submitted Bid Declaration form and if it is found at any stage that none of the items offered/quoted by the MSE bidders / are manufactured by them, then bid of such bidder shall be rejected.</p> <p>However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder.</p> <p>In case of Consortium, MSE benefits shall not be extended.</p>
8.0B	<p>Preference to Make In India and granting of purchase preference to local suppliers</p>	<p>8.0B.1 Only Class-I Local Suppliers are eligible to Bid. Bids received (if any) for specified item(s) from Class-II/ Non Local Supplier <u>shall be out rightly rejected.</u></p> <p>The minimum Local Content shall be:</p> <p>Class-I Local Suppliers: 50%</p>

		<p>8.0B.2 Preference to Make in India and Eligibility for Participation of “Class-I local suppliers” as mentioned in Annexure-III to SPC shall be applicable.</p> <p>The 'Class-I local supplier' shall be required to provide, in the Bid Form, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.</p> <p>False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.</p> <p>Note: Import of raw materials is not allowed. Further, Manufacturing and Supply of Biomass pellets shall be from INDIA only.</p>
8.0C	Benefits to “Punjab, Haryana and NCR bidders”	<p>Bidders sourcing raw materials (agro residue-<i>preferably rice straws</i>) from Punjab, Haryana and NCR [hereinafter called as Punjab bidders] for manufacturing of pellets towards Allocation of Quantity As per Annexure-Alloc-A, only on submission of</p> <p>1) Under taking as per format Annexure-Alloc-A-2 (Attachment-8)</p>
9.0	TRANSFER OF BID DOCUMENTS	NOT APPLICABLE
10.0	DEVIATIONS / EXCLUSIONS	<p>No deviation, whatsoever, is permitted by Employer to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following attribute at e-tender portal:</p> <p>“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>11.0</p>	<p>Addition in ITB clause 26.0 DOCUMENTS FOR QUALIFYING REQUIREMENTS</p>	<p>QUALIFYING REQUIREMENTS FOR BIDDERS:</p> <ol style="list-style-type: none"> 1. The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT). 2. The Applicant shall be of Indian Nationality And / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies registered in India AND / OR Non-Resident Indians / Persons of Indian Origin AND / OR a Multi-National Company having its registered office in India registered / Overseas Corporate Bodies having its registered office in India. 3. Bidding for the package named at clause no 1.0 of Special purchase conditions (SPC), is open to #bidders from within the Employer's country only, subject to fulfillment of conditions specified in SPC Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India". <p>#In case of Consortium, all the Partners of the consortium shall be from within the Employer's country.</p> <p>Bidder shall provide the documents in support of the type of firm/ company they own.</p> <p>In case of Individual applicant, Proof of Nationality and age like voter cards, passport, Aadhaar etc. may be submitted.</p>
<p>12.0</p>	<p>DELIVERY Start Date and Delivery Schedule</p>	<p>AS PER CLAUSE 6.0 OF TECHNICAL SPECIFICATIONS AND SCOPE OF WORK".</p> <p>Further, contractor shall submit the monthly progress report to engineer-in-charge regarding progress of pellet plant setting through e-mail on the format provided by NTPC.</p> <p>Non satisfactory performance in setting up of pellet plant may lead to termination of the LOI/Contract.</p> <p>Any bidder having awarded a Contract and is unable to successfully setup pellet plant within 270 days, as provided in the Contract is liable for action. In such case the security deposit of the bidder is liable to be forfeited and the bidder is liable to be debarred for subsequent tenders.</p> <p>Bidder to ensure that manufacturing Plant set up / to be set up by the bidder is registered with the same Company name through which they have participated in the Bid.</p> <p>For example if 'X' is a Proprietorship Firm/Partnership Firm/ Company/JV Company, then Manufacturing Plant should also be registered in the name of such Proprietorship Firm/Partnership Firm/</p>

		<p>Company/ JV Company only, as the case maybe. However, in case of bidding by “Consortium” manufacturing plant must be registered in the name of at least one of the Partners.in case of partnership plant may be registered in any name of partner</p> <p>If a bidder participates from a Company named “XXXX”, then the Manufacturing Plant should also be registered in the name of “XXXX” only.</p> <p>If after award of the Purchase Order/Contract it is found that the manufacturing plant from which supplies are being made, is not registered in the name of the Contractor/ one of the partner of Consortium, to whom Purchase Order/Contract is awarded then the Contract shall be terminated and security deposit of the bidder is liable to be forfeited and bidder is also liable to be debarred for subsequent tenders.</p>
13.0	Contract Period	A Bidder shall offer to supply pellets (torrified/ non-torrified) for Seven years.
14.0	Contract performance Guaranty (CPG) / Security Deposit against Supplies:	<p>Security Deposit: Security deposit @ 7 lakh per 20 TPD for 7 year tenders. Further security deposit amount shall be computed @3.5 Lakhs per 10 TPD or part thereof the awarded quantity.</p> <p><i>100% of total Security deposit shall be submitted within 30 days of placement of LOI/LOA.</i></p> <p><i>Alternatively, 25% of total Security deposit shall be submitted as initial Security deposit within 30 days of LOI/LOA and the remaining amount of security deposit shall be collected by deduction of 10% in each bill till the total security deposit is collected.</i></p> <p># In case of Consortium, in the event of award to Consortium the performance bank guarantee, shall be in the name of all the partners of the Consortium.</p>
15.0	PRICE BASIS	<p>Bidders are required to quote on FOR station basis at following Plants of NTPC/ APCPL:</p> <ol style="list-style-type: none"> 1. National Capital Power Station Dadri, Vidyutnagar, Dist: Gautam Budh Nagar, U.P.-201008 2. Feroze Gandhi Unchahar Thermal Power Station , Dist: Raibareilly, U.P- 229406 3. Tanda Thermal Power Station, Vidyut Nagar, Ambedkar Nagar,U.P- 224238 4. IGSTPP: APCPL-Jhajjar, Jharli, Haryana-124106

The bidders are required to include the freight & Insurance (as applicable) charges and all incidentals in the prices quoted.

Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in relevant Attachment of the Bidding Document (**Attachment-1P-Price Adjustment**). A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation.

Bidders are required to refer Technical specification/Detailed BOQ before quoting the rates and prices in BOQ.xls sheet for corresponding items. It may be noted that the "Item Description" appearing in BOQ.xls sheet (short Text), is very brief only and is not exhaustive.

In case of any discrepancies/variations in item Description between Technical Specification/Detailed BOQ and BOQ.xls (short Text), the description appearing in Technical Specification/Detailed BOQ shall prevail and it would be deemed that the Bidder has read the Technical Specification/Detailed BOQ, Drawings (if any) and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices shall be deemed to include the full scope, as per Technical Specification.

16.0	TRANSIT INSURANCE	Bidder shall be responsible for transportation and safe delivery of material. Transit Insurance charges if any shall be included by the bidder in their quoted FOR prices.
17.0	FREIGHT	<p>The material is to be supplied directly to site at the following address:</p> <ol style="list-style-type: none"> 1. National Capital Power Station Dadri, Vidyutnagar, Dist: Gautam Budh Nagar, U.P.-201008 2. Feroze Gandhi Unchahar Thermal Power Station , Dist: Raibareilly, U.P- 229406 3. Tanda Thermal Power Station, Vidyut Nagar, Ambedkar Nagar,U.P- 224238 4. IGSTPP: APCPL-Jhajjar, Jharli, Haryana-124106 <p>Bidder shall be responsible for transportation and safe delivery of material. The bidders are required to include the freight charges in the prices quoted i.e. quote on FOR destination basis.</p>
18.0	INSPECTION	As per Technical Specifications

19.0	TAXES & DUTIES (For Indian Suppliers)	<ul style="list-style-type: none"> <li data-bbox="613 149 1502 338">i. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located. <li data-bbox="613 359 1502 453">ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. <li data-bbox="613 474 1502 548">iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. <li data-bbox="613 569 1502 642">iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Techno-Commercial Bid Submission. <li data-bbox="613 663 1502 737">v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. <li data-bbox="613 758 1502 852">vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. <li data-bbox="613 873 1502 1083">vii. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
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- viii. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- ix. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.
- x. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- xi. The Owner shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- xii. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.
- xiii. The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.

ENTRY TAX: Subsumed in GST.

20.0	PAYMENT TERMS	<p>20.1 100% of payable amount shall be paid on receipt and testing of material at site within 15 days.</p> <p>20.2 Price Adjustment on account of GCV: The final payments to the vendor shall be done according to the Adjusted Price mechanism where Adjusted prices shall be calculated as detailed in Technical Specification.</p> <p>Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.</p> <p>The payment shall be processed by Engr-in -Charge (EIC). The bills are to be submitted to EIC.</p> <p>All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc.</p> <p>Payment shall be processed only after receipt of invoice complete in all respects with supporting documents.</p> <p>20.3 The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Lead Partner 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 Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.</p> <p>20.4 Payment terms for Price adjustment on account of indices:</p> <p>Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses 20.1, 20.2 and 20.3 of Special Provisions of Contract. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.</p>
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		<p>Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.</p> <p>The payment shall be processed by Engr-in-Charge (EIC). The bills are to be submitted to EIC.</p> <p>20.5 All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant as mentioned in Attachment-9 for the respective project .</p> <p>In case the location of manufacturing Plant is not yet finalized, then bidder may declare the tentative location of manufacturing Plant in Attachment-9. However, the Bidder shall declare the location of their manufacturing Plant within 180 days of placement of Award.</p> <p>If a Contractor does not declare the Plant Location within 180 days of Placement of Award, then the Contract is liable to be terminated and security deposit of the bidder is liable to be forfeited and bidder is liable to be debarred for subsequent tenders.</p> <p>However, in the event of declaration of location of manufacturing plant after the placement of Award, the FOR destination price quoted by the bidder and incorporated in LOA/PO, shall remain same.</p> <p>20.6 The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations.</p> <p>The Lead Partner 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 Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.</p>
21.0	PRICE ADJUSTMENT FOR GCV VARIATION	AS PER CLAUSE 10 OF "TECHNICAL SPECIFICATIONS"

22.0	Provision/ option of Advance Payment for setting up of a pellet manufacturing	Not Applicable
23.0	QUANTITY ADJUSTMENT	AS PER CLAUSE 11.0 of TECHNICAL SPECIFICATION
24.0	Warranty	Not Applicable.
25.0	LIQUIDATED DAMAGES	<p>In case of award, the contractor shall have to start delivery of material within 270 days from the date of award. However, to facilitate initial capacity ramp up, no Liquidated Damage (LD) shall be levied for initial 120 days from delivery start date (herein after referred as 'NO LD period').</p> <p>After NO LD period, for annual supply shortfall more than 30% from the total of daily delivery schedule in that year, Liquidated Damage (LD) at the rate of 5% of quoted FOR price (excluding taxes) per tonne shall be levied for supply shortfall beyond 30% and shall be adjusted against running bills. For annual supply shortfall up to 30% from the total of daily delivery schedule in that year, no liquidated damage shall be levied."</p> <p>The total amount of liquidated damages for shortfall in supply of materials under the contract shall not exceed five percent (5%) of the total Contract Price.</p> <p>Although the contractor shall supply the material as per quantity offered on daily basis, contractor shall have the flexibility to supply the material in greater quantity than offered to supply on daily basis on mutual consent basis to meet the annual supply requirement. In such case, Contractor shall give one week advance intimation to NTPC site and NTPC site shall give the consent to supply material in greater quantity after assessing traffic congestion or other aspects as required.</p>
26.0	INTEGRITY PACT (Please also ref Clause 51 of SPC)	<p>SCANNED COPY <i>SHALL BE</i> UPLOADED WITH THE BID.</p> <p>In case of Consortium, the signing of Integrity Pact (IP) by all CONSORTIUM Partner(s)/ Consortium members is mandatory.</p>
27.0	CLARIFICATIONS ON BIDDING DOCUMENTS	27.1 A prospective Bidder requiring any clarification to the bidding documents may notify the Employer through e-mail or in writing by post at the address indicated in Bid Data Sheet (BDS). The Employer will respond to any request for clarification or modification of the bidding documents that it receives no later than

		<p>the last date of receipt of queries as specified in Invitation for Bids (IFB). The Employer will post the Clarifications in e- tender gepnic portal and Bidders can view these clarifications once they are posted at the portal. Bidders shall be notified through e-mail regarding posting of clarification at the e- tender portal. Bidders are also advised to regularly check clarification at e-tender portal regarding posting of clarification, if any.</p> <p>27.2 Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query (ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments/ Errata/ Clarifications etc. thereof) issued.</p>
28.0	<p>AMENDMENTS TO BIDDING DOCUMENTS</p>	<p>28.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>28.2 The amendments will be posted in Amendment Folder of Gepnic portal for viewing by the Bidder. Bidders shall be notified through e-mail regarding posting of amendments at the portal. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.</p> <p>28.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids.</p>
29.0	<p>BID OPENING</p>	<p>29.1 <u>TECHNO-COMMERCIAL BID OPENING</u></p> <p>The Employer will first open Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the detailed IFB or any extended date for Techno-Commercial Bid opening. In the event of the specified date for the opening of bids being declared a holiday for Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as Employer, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>29.2 <u>PRICE BID OPENING</u></p> <p>After the evaluation process of Techno-Commercial bid is completed,</p>

		<p>Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, shall also be informed in writing that their bid has been rejected.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno- Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend. The Employer will open Price Bids at the time, on the date and at the place specified by the Employer. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer at Gepnic Portal after logging in.</p>
30.0	<p>TECHNICAL EVALUATION AND COMPARISON OF BIDS</p>	<p>Evaluation of bids shall be carried out on the basis of Techno-Commercial bid submitted by the bidder.</p> <p>During the course of Detailed technical evaluation, owner shall examine the bids to determine whether they are complete, whether required guarantees (as applicable) have been furnished, whether document have been properly submitted and whether bids are generally in order. Material deficiencies in the bid may render the bid as non responsive and lead to rejection of the bid.</p> <p>Detailed Technical evaluation will be carried out to determine as to whether technical aspects are in accordance with the requirements set forth in this document.</p> <p>Owner's determination of responsiveness will be based on contents of the bid itself and any written clarifications, submitted by the bidder, if sought for by Owner.</p> <p>The bids considered as technically acceptable shall only be construed as qualified bid and only such bids shall be taken up for further evaluation and comparison.</p> <p>The purchaser will evaluate and compare bids previously determined to be substantially responsive.</p>
31.0	<p>PRICE EVALUATION AND QUANTITY ALLOCATION METHODOLOGY</p>	<p>31.1 The evaluation shall be done on Item-wise basis and Quantity allocation shall be done as per methodology given at <u>Annexure- Alloc-A</u> for placement of order shall be followed for each Plant as per list mentioned at clause 6.0 above.</p> <p>31.2 Price Bid for torrefied pellets and non-torrefied pellets shall be opened separately in project wise sequence as specified at clause 6.0 of SPC above. Further, opening of price bids for torrefied pellets shall be followed by non-torrefied pellets. 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 for each project, in accordance with SPC clause 29.2.</p>

31.3 A single bidder shall be considered for award subject to a limitation of cumulative order of 200 TPD for Torrefied & Non Torrefied pellets.

Accordingly, a declaration shall be given by the Bidder in **Attachment-5**, regarding the number of orders they are already executing (Past orders with contract period of 04 years) and how much supplies have been completed against those orders, 07 days prior to Techno-commercial Bid opening date. Further, aforesaid declaration by the bidder shall be verified with respective NTPC Plant for which supplies have been done by the contractor/Bidder.

31.4 If a bidder has say, three(03) past orders for an item, and in case the cumulative supplied quantity by the bidder, 07 days prior to the Techno-Commercial bid opening date, is equivalent to proportionate ordered quantity of any of these orders, then the bidder may be considered for award of further order(s) subject to limitation of 200 TPD for for cumulative orders.

Cumulative orders for this purpose means Total quantity under consideration for award and balance quantity to be supplied under past orders with contract period of 04 years.

To further illustrate the above, say a bidder has got past orders of X1, X2 and X3 quantities for four(04) Plants, and bidder has supplied Y1, Y2 and Y3 quantities, 07 days prior to the date of Techno-Commercial bid opening and if Y1+Y2+Y3 works out to be equivalent to at least X1 or X2 or X3 then the agency shall be considered for next order of quantity subjected to limitation of 100 TPD for one order and 200 TPD for cumulative orders.

Short term orders# placed on Vendors shall not be considered for restriction of orders for an item (i.e. 200 TPD for cumulative orders), for this tender.

31.5 Accordingly, *in case a bidder comes out as successful bidder for cumulative orders of 200 TPD in this tender for torrefied, non torrefied or combination of both torrefied or non torrefied pellets after Price Bid opening in the order mentioned at clause 6.0 of SPC above, their Price Bid shall not be opened for remaining Plants, for which Price bids are yet to be opened.*

31.6 The evaluation of price bids shall be done on the basis of net rate basis which shall be calculated as below:

Net Rate (in Rs/1000 Kcal)= Landed Cost of pellets*(Rs/MT) / offered GCV (Kcal/Kg)

**Landed Cost (Rs/MT) = FOR destination Price (Rs/MT) + GST*

Bidder having lowest derived net rate (Rs/1000 Kcal) shall be considered L1 bidder.

		<p>31.7 Quantity allocation may be less than the prescribed limit as above based on discretion of NTPC.</p> <p>31.8 A bidder can bid for the quantity only in multiple of 10 TPD and can offer to supply a minimum 20 TPD of pellets (Torrefied and Non-Torrefies) at one plant location.</p> <p>31.9 Maximum quantity to be offered by a Bidder for an item at one project shall be limited to 100/200 TPD as the case may be.</p> <p>31.10 Within the aforesaid allocation limit of maximum quantity, if need arises, only a part quantity shall be allocated to bidder falling on border line of limit. However, in such case, the allocated quantity shall be rounded off (upward) to the next multiple of 10. Bidder shall quote FOR destination price alongwith applicable taxes and duties. The price break-up of FOR destination price and applicable GST shall be furnished in the Price schedule of the respective Plant.</p> <p>For the purpose of Evaluation, GST quoted in the Bid shall only be considered. However, NTPC shall pay or reimburse GST at actuals or quoted, whichever is lower.</p> <p>In case a Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of applicable GST.</p> <p>31.11 Total quantity allocation to a bidder shall be = Daily Quantity allocated to bidder × 7 × 365</p> <p>31.12 TPD stands for "Tonnes Per Day". Tonnes and Metric Ton (MT) have the same meaning.</p> <p>31.13 Allocation criteria :refer clause no. 5 of SPC</p>
32.0	Provisions for Banning and withholding business dealings	<p>In case after having been issued the Notification of Award/Purchase Order of a package, If the bidder does not accept the Notification of Award/Purchase Order or do not submit an acceptable Performance Security pursuant to SPC Clause 14.0 titled 'Contract Performance Security/Security Deposit against supplies', and which result in tender being annulled then the bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p> <p>Therefore, bidders may offer the quantity as per their capacity.</p>
33.0	PRICE ADJUSTMENT ON ACCOUNT OF INDICES	<p>FOR destination Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, Diesel, Electricity in accordance with the procedures specified below:</p>

It is understood that the price component of the items for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for labour, Diesel, Electricity (description and co-efficients as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under :

$$EC = EC_1 - EC_0$$

EC₁ will be computed as follows :

$$EC_1 = EC_0 \{ F + ax(A1/A0) + bx(B1/B0) + cx(C1/C0) + Lbx(L1/L0) \}$$

Where

EC = Adjustment to **FOR destination** Price Component expressed in the currency of the Contract payable to the contractor for each shipment/despatch.

EC₁ = Adjusted Amount of **FOR destination** Price Component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.

EC₀ = **FOR destination** Price for the item in the currency of the Contract, shipment/despatch wise.

- The fixed portion of the **FOR-destination** Component of the Contract Price (F) shall be 0.15.
- a and b shall be co-efficient of High speed Diesel fuel and Electricity involved in the **FOR destination** Component of the Contract Price. The co- efficient of HSD and Electricity shall be **0.20 and 0.20 respectively**.
- c-WPI (Food article index), the co-efficient of WPI shall be 0.20
- a, b and c shall be published price indices of corresponding to High Speed Diesel, Electricity and WPI (Food Article).

		<p>Indices 'A' shall be High Speed diesel oil price, namely price of High-Speed diesel oil, at Pump Station of Indian Oil Corporation nearest to the Project Site, where the material shall be delivered. (Selling price inclusive of taxes and duties as per litre of H.S.D. Oil).</p> <p>Indices 'B' shall be Electricity indices as per Office of Economic Advisor.</p> <ul style="list-style-type: none"> - 'Lb" shall be co-efficient for labour component in the FOR destination Component of the Contract Price which shall be 0.25. <p>'L' shall be All India Consumer Price Index for Industrial workers (All Indian Monthly Average) published by Labour Bureau Shimla, Govt. of India.</p> <ul style="list-style-type: none"> - WPI wholesale price index (food Article) shall be 20%,as per Office of Economic Advisor - F: Fixed component shall be 15%. <p>For the indices, subscript '0' refers to indices as on 30 days prior to deadline set for submission of the Price bids.</p> <p>Subscript '1' refers to indices as of : one month (for Labour as well as diesel and electricity Indices) prior to the date of shipment</p>
34.0	Mode of Transport	As per Clause 16 of Technical Specifications
35.0	SUBMISSION OF BID SECURITY DECLARATION FORM & OTHER DOCUMENTS OFFLINE	<p>ALL DOCUMENTS TO BE SUBMITTED ONLINE ONLY.</p> <p>ANY DOCUMENT INCLUDING BID SECURITY DECLARATION FORM AND /OR MSE CERTIFICATE (UDYOG AADHAAR MEMORANDUM) AND INTEGRITY PACT SENT IN HARD COPY / SCANNED COPY THROUGH</p>

		<p>EMAIL SHALL NOT BE TAKEN INTO EVALUATION AND CONSIDERATION</p>
<p>36.0</p>	<p>ONLINE UPLOADING OF DOCUMENTS & PRICES</p>	<p>36.1 As brought out in detailed IFB, Single Stage Two Envelope Bidding process is being followed for “Procurement of Biomass Pellets for various Thermal Plants of NTPC”.</p> <p>Bidders shall submit their Bids as per ITB clause no. 20.2 of Bidding Document no. CS-0011- 112F-9</p> <p>36.2 <u>Techno-Commercial Bid (Envelope-I)</u></p> <p>The Techno-Commercial Bid shall comprise of the following: Documents to be uploaded in fee envelope of etender</p> <p>(a) Attachment 1: Bid Security Declaration Form</p> <p>Bid security declaration form shall be furnished in accordance with SPC Clause 7.0.</p> <p>(b) Attachment-10: Integrity Pact.</p> <p>36.3 Documents to be submitted online through e-tender mode:</p> <p><i>The Bid Form as per Attachments to SPC Vol-II Sec-I Part-B, duly completed together with the following Attachments at the e-tender portal in the <u>in the cover type-A</u> :</i></p>

(c) Attachment 2: Power of Attorney

A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has 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 ITB Clause 17.0.

(The Authority of the person issuing the Power of Attorney shall also be submitted).

#The Power of Attorney by each Partner of Consortium in favour of their respective signatory shall be submitted. One of the Partners shall be designated as Leader, the authorization 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. The bid shall be signed so as to be legally binding on all the Partners.

Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid as per ITB clause no. 20.2.

#Applicable only for bidder participating as Consortium.

(d) Attachment 3: Bidder's Qualifications

Documents in accordance with SPC clause 11.0.

- (e) **Attachment- 4:** Declaration of Number of Plants Bidder is interested to participate, as per Employer's format.
- (f) **Attachment-5:** Declaration of Past orders and quantity supplied as per Employer's format.
- (g) **Attachment-6:** Declaration of Local Content as per Employer's format.---
- (h) **Attachment-7:** Under taking as per format **ANNEXURE- Alloc-A-3** for availing MSE benefit. **[As Applicable]**
- (i) **Attachment-7A:** Certificate by Chartered Accountant on Letter Head for availing MSE benefits/ Purchase preference.
- (j) **Attachment-8:** Under taking as per format Annexure-Alloc-A-2 for mentioning or availing **Benefits as "Punjab, Haryana and NCR bidders"** **[As Applicable]**
- (k) **Attachment-9:** Bidder details as per Annexure-B.

(l) Attachment-11: Technical Data Sheets

Technical Data Sheets duly filled in as per the Employer's format, enclosed as Annex-I to Technical Specifications.

(m) Attachment 12: EFT Form

Electronic Fund Transfer Form duly filled in as per Employer's format.

(n) Attachment 13: Additional Information

Additional Information which the bidder wishes to provide in his bid.

(o) Attachment 14: Bidder shall submit valid GST registration certificate. Bidder is required to upload scanned copy of Attachment-14 along with the bid on the GePNIC portal.

Bidder has to submit documentary evidence regarding their GST registration. However, in case bidder is not able to submit valid GST registration along with the Bid then the Bidder shall submit GST registration within 180 days of placement of Award or before the date of commencement of supplies, whichever is earlier.

(p) Attachment-15: Declaration regarding Ownership /Partnership

(q) Attachment-16 (in Bidder's format): Consortium agreement (if applicable) entered into by the consortium partners shall be submitted with the bid.

(r) Attachment-17: Check List of documents to be submitted for Techno-Commercial Bid

36.4 Attribute in GTE

While submitting online bid, bidder shall give consent by accepting the following attributes in General Data of Process/ Display Bid screen at NTPC e-tender site:

1. "Do you accept Withholding and Banning of Business Dealing Policy of NTPC ?"

2. "Do you accept the Fraud Prevention Policy of NTPC "

3. "Do you certify full compliance to all provisions of Bid documents ?"

4. "Do you accept Bid Security Declaration".
5. "Do you certify full compliance on Qualifying Requirements"
6. "Do you certify full compliance on clause as per tender documents On Restrictions on procurement from a Bidder of a country which shares a land border with India".
7. "Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in SCOPE OF SUPPLY FOR ALL QUOTED ITEMS (Item-wise Evaluation) OR COMPLETE SCOPE OF SUPPLY (Package-wise Evaluation) meets the MINIMUM LOCAL CONTENT requirements of the Tender".

Bids cannot be submitted without acceptance of above attributes.

Acceptance of above attribute shall be considered as bidder's confirmation that Bidder unconditionally adheres to NTPC's Banning and Fraud Prevention policy uploaded on NTPC tender website (www.ntpctender.com). Further, any deviations, variations and additional conditions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Owner, failing which the Bid shall be rejected.

Note: 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.

36.5 Price Bid (Envelope-II)

The Price envelope submitted by the Bidder shall comprise of the following:

(s) Documents to be uploaded in Cover type Price bid

The following Attachments to Price Envelope, duly completed together with price schedules shall be uploaded at e-tender portal in Cover type Price bid:

(t) Attachment-1P: Details regarding Price Adjustment as per Employer's format

- i) Bidders shall be required to quote their prices item-wise for all the Projects they are interested to participate identified under this package comprising of four (04) projects. Single Price Schedule shall be used for every plant and the price schedules of the Projects that Bidder is participating shall be uploaded Cover type Price bid. The **net rate** as indicated in the Price Schedule shall be filled up in Basic Price Conditions field of the items (Torrefied/ Non-Torrefied) specified in BOQ. The total bid price(s) is automatically computed which can be viewed by the Bidder in BOQ.

37.0	ARTHIMETICAL CORRECTION	<p>Arithmetical errors will be rectified on the following basis.</p> <p>In Price Schedules, if there is a 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. If there is a discrepancy between amount indicated in Price Schedule (which has been corrected as above, if required) and carrying forward of that amount in e-tender portal (item data, attribute etc), the amount in Price Schedule shall prevail. All errors in totalling in the amount column of Price Schedules and in carrying forward totals shall be corrected. The discount (if any) mentioned in Conditions field of General Data/Item Data in Main Screen of Bid Invitation shall be applied on such corrected price. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder. If the Bidder does not accept such correction of errors, its bid will be rejected.</p>												
38.0	SETTLEMENT OF DISPUTES	<p>The following sub clause against clause no 56 of GPC shall be applicable.</p> <p>ii) Arbitrators Fee</p> <p>(I) The Arbitrators shall be paid fees at the following rates:</p> <table border="1" data-bbox="683 894 1450 1545"> <thead> <tr> <th data-bbox="683 894 1036 1108">Amount of Claims and Counter Claims (excluding interest)</th> <th data-bbox="1036 894 1450 1108">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)</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1108 1036 1171">Up to Rs.50 lakhs</td> <td data-bbox="1036 1108 1450 1171">Rs.10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.</td> </tr> <tr> <td data-bbox="683 1171 1036 1266">Above Rs.50 lakhs to Rs.1 Crore</td> <td data-bbox="1036 1171 1450 1266">Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.</td> </tr> <tr> <td data-bbox="683 1266 1036 1360">Above Rs.1 crore and up to Rs.5 Crore</td> <td data-bbox="1036 1266 1450 1360">Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.</td> </tr> <tr> <td data-bbox="683 1360 1036 1455">Above Rs. 5 Crore and up to Rs.10 Crore</td> <td data-bbox="1036 1360 1450 1455">Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs.72500</td> </tr> <tr> <td data-bbox="683 1455 1036 1545">Above Rs.10 Crore</td> <td data-bbox="1036 1455 1450 1545">Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.</td> </tr> </tbody> </table> <p>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.</p> <p>(II) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, arbitrators 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, fees payable to the arbitrators shall be determined as under:</p>	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.72500	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/-.
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		<p>(i) 20% of the fees if the claimant has not submitted statement of claim</p> <p>(ii) 40% of the fees if the pleadings are complete</p> <p>(iii) 60% of the fees if the hearing has commenced</p> <p>(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed</p> <p>(III) Each party shall pay its share of arbitrator's fees in stages as under:</p> <p>(i) 20% of the fees on filing of reply to the statement of claim</p> <p>ii) 40 % of the fees on completion of pleadings</p> <p>iii) 20% of the fees on conclusion of the final hearing</p> <p>iv) 20% at the time when award is given to the parties</p> <p>(IV) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. As regards the Presiding Arbitrator, the expenses incurred on his travel/stay shall be shared equally by the parties.</p> <p>(V) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of arbitration clause, including the fees schedule provided herein. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of arbitration clause including the fee schedule provided hereinbefore.</p> <p>iii) Arbitration Period The arbitrators shall make and publish the award within time stipulated as under:</p> <table border="1" data-bbox="646 911 1468 1108"> <thead> <tr> <th>Amount of Claims and Counter Claims (excluding interest)</th> <th>Period for making and publishing of the award (counted from the date of first meeting of the arbitrators)</th> </tr> </thead> <tbody> <tr> <td>Up to Rs. 5 Crore</td> <td>Within 8 months</td> </tr> <tr> <td>Above Rs. 5 Crore</td> <td>Within 12 months</td> </tr> </tbody> </table> <p>The above time limit can be extended by the arbitrators, for reasons to be recorded in writing, with the consent of the parties.</p>	Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators)	Up to Rs. 5 Crore	Within 8 months	Above Rs. 5 Crore	Within 12 months		
Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators)									
Up to Rs. 5 Crore	Within 8 months									
Above Rs. 5 Crore	Within 12 months									
39.0	SIGNING OF ON LINE BIDS	<p>The Bids including all the documents uploaded in C-Folder of e-tender portal shall be digitally signed (using class-III digital signature) by a duly authorized representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per SPC Clause 36.0 I and shall be submitted in physical form in a separate sealed envelope prior to the deadline for submission of bids.</p>								
40.0	CONTACT PERSONS	<table border="1" data-bbox="613 1430 1507 1696"> <tr> <td>Babita Singh Sr. Manager (CS), EOC Noida NTPC Ltd</td> <td>Arvind Kumar DGM(CS), EOC Noida NTPC Ltd</td> </tr> <tr> <td>Telephone</td> <td>9650998158</td> </tr> <tr> <td>E mail ID</td> <td>kumaribabita@ntpc.co.in</td> </tr> <tr> <td></td> <td>arvindkumar01@ntpc.co.in</td> </tr> </table>	Babita Singh Sr. Manager (CS), EOC Noida NTPC Ltd	Arvind Kumar DGM(CS), EOC Noida NTPC Ltd	Telephone	9650998158	E mail ID	kumaribabita@ntpc.co.in		arvindkumar01@ntpc.co.in
Babita Singh Sr. Manager (CS), EOC Noida NTPC Ltd	Arvind Kumar DGM(CS), EOC Noida NTPC Ltd									
Telephone	9650998158									
E mail ID	kumaribabita@ntpc.co.in									
	arvindkumar01@ntpc.co.in									
41.0	General	<p>All the Provisions mentioned in Special Purchase Conditions shall supersede the Provisions mentioned anywhere else in the Bidding Documents.</p>								

<p>42.0</p>	<p>Compliance to SPC clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”</p>	<p>Bidders shall certify their compliance to SPC Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting following attribute in GePNIC:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Above confirmation shall be considered as Bidder’s confirmation that Bidder has read and understood the SPC 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 SPC Clause, while competing for this contract, then <i>its bid shall be rejected.</i></p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid SPC Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GPC Clause titled ‘Termination’ and shall be dealt accordingly.</p>
<p>43.0</p>	<p>Restrictions on procurement from a Bidder of a country which shares a land border with India</p>	<p>43.1 Any Bidder (including its Collaborator/ Associate/ DJU Partner/JV partner/ Consortium Member/ Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Annexure-I to Special Conditions of Contract (SPC).</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in Annexure-I to SPC.</p> <p>However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the</p>

		<p>updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>43.2 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>43.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>43.4 “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 43.1 above means;</p> <ul style="list-style-type: none">a) An entity incorporated, established or registered in such a country; orb) A subsidiary of an entity incorporated, established or registered in such a country; orc) An entity substantially controlled through entities incorporated, established or registered in such a country; ord) An entity whose <i>beneficial owner</i> is situated in such a country; ore) An Indian (or other) agent of such an entity; orf) A natural person who is a citizen of such a country; org) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>43.5 The beneficial owner for the purpose of clause “43.4” above will be as under;</p> <ul style="list-style-type: none">a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
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		<p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>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>43.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
44.0	Subcontracting	<p>The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in Annexure-I of SPC.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development</p>

		<p>projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
45.0	Ineligibility for participation in future tenders	<p>iv) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from Corporate Contracts for a period of 6 months from the date of withdrawal of the bid.</p> <p>(ii) If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to SPC Clause 14.0 titled 'Contract Performance Security/Security Deposit against supplies', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>
46.0	General	<p>Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents, for a particular Project (as stated in SPC clause 6.0). A Bidder himself, or as a partner in a joint venture or consortium, who submits or participates in more than one bid, for a particular project, in this bidding will be disqualified from the bidding.</p> <p>A bidder shall not have any common controlling shareholders or ownership or <i>Director(s)</i> with any other Bidder(s) participating for a particular Project, in this bidding i.e. "PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (Lot-1) vide Bidding Document no. CS-0011-112F-9".</p> <p>For the purposes of this clause the terms 'control' as applied to 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>If it is found at any stage of bidding or during currency of the Contract (if awarded), that the bidder/contractor have any common</p>

		controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), <i>in the same project</i> , then their Bid or Contract (if awarded) shall be rejected/ terminated.
47.0	Construction of Contract	NTPC shall place project wise Letter of Award for supplies.
48.0	Letter of Award	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter, that its bid has been accepted. The Letter of award will constitute the formation of the contract and shall be effective from the date of award.
49.0	Policy & Procedure for Withholding and Banning of Business Dealings	Policy & Procedure for Withholding and Banning of Business Dealings attached as Annexure-II of SPC.
50.0		Bidders are advised to read carefully the “Integrity pact” and “policy for Withholding/Banning of Business Dealings” of NTPC.

CLAUSE NO.	Special Purchase Conditions (SPC)												
51.0	<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="451 1499 483 1528">(i)</td> <td data-bbox="532 1499 894 1556">GM(CS)/AGM(CS) heading the concerned group</td> <td data-bbox="1040 1499 1295 1556">if the issue pertains to Contract Services</td> </tr> <tr> <td data-bbox="451 1591 483 1621">(ii)</td> <td data-bbox="532 1591 878 1648">Head of Contracts & Materials Department</td> <td data-bbox="1040 1591 1295 1648">if the issue pertains to regional office</td> </tr> <tr> <td data-bbox="451 1684 483 1713">(iii)</td> <td data-bbox="532 1684 894 1713">Head of concerned department</td> <td data-bbox="1040 1684 1295 1749">if the issue pertains to other departments</td> </tr> <tr> <td data-bbox="451 1787 483 1816">(iv)</td> <td data-bbox="532 1787 716 1816">Head of Project</td> <td data-bbox="1040 1787 1295 1852">if the issue pertains to Project/Plant</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	(iv)	Head of Project	if the issue pertains to Project/Plant
(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											

Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro residual based Torrefied / Non-torrefied Biomass Pellets

1.0 The Methodology to be followed are as under:

- (A) 25% of the tendered quantity/quantity considered for filling the Bucket shall be offered to MSE bidders as per Public Procurement Policy for MSEs Order notified by GoI and as elaborated below at para (D).
- (B) Bidders sourcing raw materials (agro residue-*preferably rice straws*) from Punjab, Haryana and NCR [hereinafter called as **Punjab bidders**] for manufacturing of pellets are proposed to be given preference for 15% of the tendered quantity/quantity considered for filling the Bucket as elaborated below at para (D).
- (C) Further, if a bidder is MSE as well as Punjab, Haryana or NCR bidder [hereinafter called as **PMSE Bidder**], then such Bidder shall be treated as MSE Bidder for purpose of allocation of quantity and evaluation. Further, the quantity allocated to PMSE Bidders shall be considered for meeting norms for benefits/preferences for both categories i.e. MSE as well as Punjab, Haryana and NCR bidder categories.
- (D) **The methodology for allocation of quantities and evaluation of bids in Bucket filling approach is as under:**

(An Illustration on above methodology is enclosed at Annexure- Alloc-A 1)

STEP-1 : INITIAL FILLING OF BUCKET

- (i) Each bidder shall quote their landed price (Rs/MT), GCV (Kcal/Kg). Bidder having lowest derived Rs/1000 Kcal price shall be considered L1 bidder. Subsequent to bid opening, other bidders (L2, L3, L4 etc) will be given a chance to vary their Landed price so as to match the L1 price (Rs/1000Kcal).

The opportunity to match the L1 price shall be provided sequentially to L2, L3, L4 and so on till the bucket quantity is filled. In case, a bidder refuses to match the L1 price, their bid shall be rejected and opportunity shall be given to next bidder till bucket quantity is filled. In the bucket so finalized, the last bidder having allocated the quantity after matching the L1 price shall be termed as bidder H i.e. bidder shall be arranged in the order of quoted L1 and quoted H for the purpose of quantity allocation elaborated below.

- (ii) Bucket shall be filled up for 100% of the tendered quantity or offered quantity, whichever is lower. The quantity considered for initial filling of bucket has been termed as QBF (Quantity for initial Bucket filling).

STEP-2 : IDENTIFICATION OF DMQ (Deficient MSE Quantity)

- iii. Subsequent to filling of Bucket as per para (i) and (ii) above, if the requirement of allocation of 25% quantity to MSE bidders could not be met within the successful Bidders, then deficient quantity to be allocated to MSE/PMSE Bidder(s) shall be identified/calculated and allocation of the same shall be done following the methodology elaborated below in Step-3.
- iv. Balance quantity to be allocated to unsuccessful eligible MSE/PMSE Bidders will be calculated using below mentioned formula, and shall be called as Deficient MSE Quantity (DMQ):

$$\text{DMQ} = [\text{25\% of Total Quantity filled in Bucket}] - [\text{Total quantity allocated to MSE + PMSE Bidders}]$$

However, if the total quantities quoted by unsuccessful MSE & PMSE Bidders is lower than DMQ (calculated as per above formula), then in such cases DMQ shall be restricted to such lower quoted quantities.

STEP-3 : ALLOCATION OF DMQ

- v. Firstly, allocation of DMQ shall be done to unsuccessful eligible MSE and PMSE Bidders *[Partially allocated MSE/PMSE Bidders in the initial filled bucket shall also considered as eligible MSE/PMSE Bidders]* to ensure that GoI guidelines regarding quantity allocation to MSE Bidders are adhered. Subsequent to DMQ allocation, Deficient Punjab Quantity (DPQ) shall be allocated to unsuccessful eligible Punjab/PMSE Bidders.
- vi. DMQ identified above in Step-2, shall be allocated by withdrawing 25% quantity from successful Non MSE and Non-Punjab bidder (NPB Bidder) from the initial filled bucket, in the reverse order of quoted price starting from H Bidder to L1 Bidder, till DMQ is met. In this process of withdrawing 25% of quoted quantity of NPB Bidders, quantity withdrawn to complete DMQ from last such NPB bidder can be equal or less than 25% of quoted quantity of such bidder. If DMQ is not fully allocated/met considering NPB Bidders, then quantity may also be withdrawn from successful Punjab Bidders in the order starting from H Bidder to L1 Bidder following the above methodology.
- vii. Each portion of quantity withdrawn from a bidder as per para (vi) above, shall be allocated separately (in the reverse order of quoted price starting

from H to L1 Bidder) to eligible MSE/PMSE Bidder(s). Such portion of withdrawn quantity shall be offered in equal proportion to the unsuccessful eligible MSE/PMSE Bidder(s) whose prices are within 15% of the L1 price. This shall be subject to condition that allocation to such MSE/PMSE Bidder (s) shall not be more than their quoted quantity. In cases where any balance quantity from such portion being allocated is left and/or where MSE/PMSE Bidders refuse to match L1 Price, such balance quantity shall be offered in equal proportion to remaining eligible MSE/PMSE Bidders.

STEP-4 : IDENTIFICATION OF DPQ (Deficient Punjab Quantity)

- viii. Subsequent to filling of Bucket as per para (i), (ii) above and allocation of DMQ as per Step-3, if the requirement of allocation of 15% quantity to Punjab bidders could not be met within the successful Bidders, then deficient quantity to be allocated to Punjab/PMSE Bidders shall be identified/calculated and allocation of the same shall be done following the methodology elaborated below in Step-5.
- ix. Balance quantity to be allocated to unsuccessful eligible Punjab/PMSE Bidders will be calculated as under and this balance quantity shall be called as Deficient Punjab Quantity (DPQ) :

$$\text{DPQ} = [15\% \text{ of Total Quantity filled in Bucket}] - [\text{Total quantity allocated to Punjab Bidders} + \text{PMSE Bidders as per Step 3}]$$

However, if the quantities quoted by unsuccessful Punjab/PMSE Bidders is lower than DPQ (calculated as per above formulae), then in such cases DPQ shall be restricted to such lower quoted quantities.

STEP-5 : ALLOCATION OF DPQ

- x. Subsequent to DMQ allocation, DPQ shall be allocated to unsuccessful eligible Punjab/PMSE Bidders *[Partially allocated Punjab/PMSE Bidders in the initial filled bucket shall also be considered as eligible Punjab/PMSE Bidders]*. PMSE Bidders who have already availed MSE benefits (DMQ allocation), shall not be extended benefits of Punjab Bidders (DPQ allocation).

- xi. DPQ identified above in Step-4, shall be allocated by withdrawing 15% quantity from successful Non MSE and non-Punjab bidder (NPB Bidder) from the filled bucket as per Step-3, in the reverse order of quoted price starting from H Bidder to L1 Bidder, till DPQ is met. In this process of withdrawing 15% of quoted quantity of NPB Bidders, quantity withdrawn from last NPB bidder can be equal or less than 15% to complete DPQ. There may be a possibility that DPQ is not fully allocated/ met considering NPB Bidders, however, in such cases quantity from successful MSE/ PMSE and Punjab Bidders shall not be withdrawn to meet allocation of DPQ, with a view to adhere to Gol guidelines/preferences for MSEs.
 - xii. Each portion of quantity withdrawn from a bidder as per para (xi) above, shall be allocated separately (in the reverse order of quoted price starting from H to L1 Bidder) to eligible Punjab/PMSE Bidder(s). Such portion of withdrawn quantity shall be offered in equal proportion to the unsuccessful eligible Punjab/PMSE Bidder(s) whose prices are within 15% of L1 price. This shall be subject to condition that allocation to such Punjab/PMSE Bidder (s) shall not be more than their quoted quantity. In cases where any balance quantity from such portion being allocated is left and/or where Punjab/PMSE Bidders refuse to match L1 Price, such balance quantity shall be offered in equal proportion to remaining eligible Punjab/PMSE Bidders.
- E.** For claiming benefit of preferential allocation of tendered quantity, bidders sourcing raw materials (agro residue) from the State of Punjab, Haryana and NCR for manufacturing of pellets shall be required to submit a Letter of Undertaking along with bid as per format attached at **Annexure-Alloc-A-2**
- F.** NTPC shall be within its right to visit the manufacturing plant or demand any documentary evidences such as toll tax, LR, invoice, e-way bills etc. to see that raw materials are sourced from the State of Punjab, Haryana or NCR only, for manufacturing of pellets meant for NTPC Plants for which Punjab/PMSE Bidders have sought preference in their bids. In case at any time, it is found that raw materials are not sourced from the State of Punjab/ Haryana /NCR by such agency, NTPC may ban the business dealings with such agency in line with terms and conditions of Bidding Documents/Banning policy of NTPC.

Illustration for allocation of quantities and evaluation of bids in Bucket filling approach for Agro residual based Torrefied/ Non-torrefied Biomass Pellets

- **Tendered Quantity** – 1000 MT
- **Offered Quantity by Bidders** – 2000 MT
- **Quantity for initial Bucket filling (QBF)** – 1000 MT (lower of tendered quantity or offered quantity)

STEP - 1 – INITIAL FILLING OF BUCKET

Table-1 – Initial filling of Bucket

Bidder Rank	Category	Quoted Quantity (MT)	Initially allocated Quantity (MT)	Calculated Price (Rs/Kcal)	Awarded Price (Rs/Kcal)	
L1	NPB	150	150	1.94	All successful bidders shall match L1 price.	Successful Bidders
L2	NPB	200	200	1.98		
L3	NPB	200	200	2.04		
L4	NPB	150	150	2.06		
L5	PMSE	50	50	2.08		
L6	Punjab	50	50	2.10		
L7	NPB	150	150	2.13		
H	MSE	100	50	2.15		Unsuccessful Bidders
L9	NPB	110	Nil	2.17		
L10	MSE	100	Nil	2.18		
L11	PMSE	30	Nil	2.20		
L12	Punjab	10	Nil	2.21		
L13	MSE	200	Nil	2.23		
L14	NPB	500	Nil	9.80		

where, **NPB – Non-MSME & Non Punjab Bidder**

PMSE- Bidder which is both Punjab & MSME Bidder

STEP - 2 – IDENTIFICATION OF DMQ

- **DMQ** = 25% of QBF – Quantity allocated to MSE + PMSE Bidder in initial filled bucket
= 250 MT (25% of 1000 MT) – 100 MT (L5+H Bidder) = **150 MT**

However, if the total quantities quoted by unsuccessful MSE & PMSE Bidders is lower than DMQ (calculated as per above formula), then in such cases DMQ shall be restricted to such lower quoted quantities. Accordingly, DMQ in present case shall be considered as under:

DMQ = 150 MT

(Quantities quoted by unsuccessful MSE & PMSE Bidders i.e. H, L10, L11 & L13 Bidders is 380 MT which is higher than calculated DMQ.

Bidder H has also been considered as partially allocated MSE/ PMSE Bidders in the initial filled bucket shall also considered as eligible MSE/ PMSE Bidders)

Table-2 – DMQ Identification

Bidder	Category	Initially allocated Quantity (MT)	DMQ allocation possible *(25% of NPB Bidder)	Remarks
L1	NPB	150	No withdrawal	
L2	NPB	200	25	25% of 200 MT would be 50 MT however partial withdrawal (25 MT only) shall be done as DMQ is met. Bal qty. – 175 MT
L3	NPB	200	50	25% of 200 MT Bal qty. – 150 MT
L4	NPB	150	37.5	25% of 150 MT Bal qty. – 112.5 MT
L5	PMSE	50	No withdrawal	
L6	Punjab	50	No withdrawal	
L7	NPB	150	37.5	25% of 150 MT Bal qty. – 112.5 MT
H	MSE	50	No withdrawal	

*** Quantities can be withdrawn from Punjab Bidders also in case DMQ is not met through withdrawal from NPB Bidders**

STEP – 3 – ALLOCATION OF DMQ

DMQ- 150 MT

- Unsuccessful eligible MSE & PMSE Bidders for allocation – 4 Bidders (H, L10, L11 and L13)
- Each portion of quantity withdrawn from a bidder as per Table 2, shall be allocated separately in the reverse order of quoted price starting from H to L1 Bidder i.e. L7, L4, L3 and L2 in present case)
- Price of L1 Bidder – 1.94 Rs/Kcal
Eligible Bidders - within 15% of L1 price i.e. Bidders with price upto $1.94 \times 1.15 = 2.231$ [i.e. Bidders H, L10, L11 and L13]

Table-3 – DMQ allocation

Bidder	Category	Quoted Quantity (MT)	Allocation of DMQ	Calculated Price (Rs/Kcal)

H	MSE	100 Short Qty - 50	9.375 (L7) + 9.375 (L4) + 12.916 (L3) + 8.333 (L2)	Rs 1.94 Rs/Kcal for 50 MT quantity Award details for PO – Qty – 89.999 MT @ \$Rs 1.94 Rs/Kcal
L10	MSE	100	9.375 (L7) + 9.375 (L4) + 12.916 (L3) + 8.333 (L2)	Award details for PO – Qty – 39.999 MT @ \$Rs 1.94 Rs/Kcal
L11	PMSE	30	9.375 (L7) + 9.375 (L4) + 11.25 (L3)	Award details for PO – Qty – 30 MT @ \$Rs 1.94 Rs/Kcal
L13	MSE	200	9.375 (L7) + 9.375 (L4) + 12.916 (L3) + 8.333 (L2)	Award details for PO – Qty – 39.999 MT @ Rs 1.94 Rs/Kcal

- Portion of withdrawn quantity shall be offered in equal proportion to the unsuccessful eligible MSE/PMSE Bidder(s) whose prices are within 15% of the L1 price. **[Process followed above in Table 3 while allocating withdrawn quantities of L7, L4, L3 and L2 bidders in the reverse order of quoted price starting from L7 to L2]**
- Subject to condition that allocation shall not be more than their quoted quantity. In cases where any balance quantity from such portion being allocated is left and/or where MSE/PMSE Bidders refuse to match L1 Price, such balance quantity shall be offered in equal proportion to remaining eligible MSE/PMSE Bidders.

STEP -4 – IDENTIFICATION OF DPQ

- **DPQ** = 15% of QBF – Quantity allocated to Punjab + PMSE Bidder in initial filled bucket
= 150 MT (15% of 1000 MT) – 130 MT (L5+L6+L11 Bidders) = 20 MT
The allocation of DPQ shall be on the similar lines of allocation of DMQ.

However, if the quantities quoted by unsuccessful Punjab/PMSE Bidders is lower than DPQ (calculated as per above formulae), then in such cases DPQ shall be restricted to such lower quoted quantities.

- **DPQ shall be restricted to 10 MT** in place of 20 MT (as quantities quoted by unsuccessful Punjab Bidder(s) i.e. L12 Bidder is 10 MT only.)

Table-4 – DPQ Identification

Bidder	Category	Balance Quantity after DMQ allocation (MT)	DPQ allocation possible (15% of NPB Bidder)	Remarks
L1	NPB	190	No withdrawal	
L2	NPB	182.5	No withdrawal	

L3	NPB	150	No withdrawal	
L4	NPB	112.5	No withdrawal	
L5	PMSE	50	No withdrawal	
L6	Punjab	50	No withdrawal	
L7	NPB	112.5	10	15% of 150 MT (quoted qty) would be 22.5 MT however partial withdrawal (10 MT only) shall be done as DPQ is met. Bal qty – 102.5 MT
H	MSE	50	No withdrawal	

STEP – 5 – ALLOCATION OF DPQ

DPQ- 10 MT

- Unsuccessful eligible Punjab & PMSE Bidders for allocation – 1 Bidder (L12)
- Each portion of quantity withdrawn from a bidder as per Table 4, shall be allocated separately (in the reverse order of quoted price starting from H to L1 Bidder i.e. only L7 Bidder in presentcase)
- Price of L1 Bidder – 1.94 Rs/Kcal
Eligible Bidders - within 15% of L1 price i.e. Bidders with price upto $1.94 \times 1.15 = 2.231$ [i.e. L12 Bidder is eligible]

Table-5 – DPQ Allocation

Bidder	Category	Quoted Quantity (MT)	Allocation of DMQ	Calculated Price (Rs/Kcal)
L12	Punjab	10	10 (L7)	1.94 for 10 MT [@ L1 price & qty] Award details for PO – Qty – 10 MT @ Rs 1.94 Rs/Kcal

- Allocation process similar to DMQ

Undertaking / Declaration by Bidder

(To be submitted on Letter head of Bidder's Firm/Company along with technical bid)

Attachment-08 available in Attachments to SPC Vol-II-Sec-IB

MSE undertaking

ANNEXURE- Alloc-A-3 (Attachment-7)

Attachment-07 available in Attachments to SPC Vol-II-Sec-IB

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.

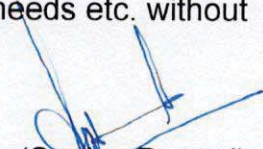
Government E-Marketplace

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
Telephone: 011-23093882

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.



(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

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

No. F.18/37/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan,
New Delhi. Dated the 8th February 2021

OFFICE MEMORANDUM

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


Attention is invited to this Department's Order (Public Procurement No.1) issued vide OM F.No.6/18/2019-PPD dated 23.07.2020. As per para 11 of the Order, in case of 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. However, no such restriction is stipulated in the Order regarding other procurements i.e. procurement of Goods, Services, etc.

2. This office is in receipt of representations seeking clarification whether it is permitted for the bidders to procure raw material or components/ sub-assemblies or the finished goods etc. from the vendors from the countries sharing land borders with India.

3. In this context following is hereby clarified:

- i A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

4. This is issued with the approval of Secretary (Expenditure).


Kotluru Narayana Reddy
Deputy Secretary to the Govt. of India
Tel.: 24621305
Email: kn.reddy@gov.in

To

- (1) Secretaries of All Ministries/ Departments of Government of India,
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

Annexure-II

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

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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.

Sub: Preference to Make In India and Eligibility for Participation of Class-I local suppliers- regarding

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- e) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.
- f) **Policy & Procedure for Withholding & Banning of Business Dealings** – shall mean the policy related to Withholding & Banning of Business Dealings displayed on NTPC tender website <http://www.ntpctender.com>.

2.0 Eligibility for Participation/Purchase Preference:

2.1 Eligibility for Participation

Only Class-I Local Suppliers are eligible to Bid. Bids received (if any) for specified item(s) from Class-II/ Non Local Supplier shall be out rightly rejected.

3.0 Purchase Preference (Not Applicable in this regard)

4.0 Minimum Local Content

4.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

5.0 Verification of Local Content:

5.1 The 'Class-I local supplier' shall be required to provide, in the Bid Form, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.

5.2 The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

5.3 Not Used

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.

5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.

5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' shall be required to furnish a confirmation in this regard in the Bid Form ~~relevant Attachment of Techno-Commercial Bid.~~

6.0 Local Sourcing

- 6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

P-45021/102/2019-BE-II-Part(1) (E- 50310)
Government of India
Ministry of Commerce and Industry
Department of Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan Delhi-110011

Dated March 4, 2021

OFFICE MEMORANDUM

Subject: Clarification for local content calculation PPP-MII Order –reg.

The undersigned is directed to refer Public Procurement (Preference to Make in India) Order dated 2017, as amended on 16.09.2020 regarding purchase preference for local manufactured items in Public Procurement.

2. References have been received in this department from various procuring entities wherein procuring entities have sought clarification as to whether the bidders offering imported content can claim themselves as Class-I local/Class-II local suppliers claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

3. In this regard it is clarified that the bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

4. This issues with the approval of competent authority.



(Pritam Kumar)

Under Secretary to Government of India

E-mail: pritam.k@gov.in

Ph :- 011-23601306

To

All Ministries/Departments of Government of India

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL
PLANTS OF
NTPC & APCPL (LOT-1)**

BID DOC NO:CS-0011-112F-9

**ATTACHMENTS FOR ENVELOPE-I &II
(TECHNO- COMMERCIAL)**

Volume-II Sec-IB

BID FORM

BID FORM (ENVELOPE-1 (TECHNO-COMMERCIAL) & ENVELOPE-2 (PRICE))

Date:

IFB No.:

Name of Package: PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)

To,
NTPC Limited,
Contract Services,
6th Floor, Engg. Office Complex,
Plot No. A-8A, Sector-24,
Noida-201301.

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents including subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer to execute the work under the above-named Package in full conformity with the said Bidding Documents for the Price (indicated by us in Price-Schedule) as mentioned in Output Preview of Main Screen of Bid Invitation at NTPC e-tender website or such other Price as may be determined in accordance with the terms and conditions of the Contract.

1.1 We further understand that discount letter, if any, separately uploaded online or submitted in physical form or indicated at location other than Condition field of General Data/Item Data in Main Screen of Bid Invitation shall not be considered for the purpose of evaluation.

2.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

2.1 We have read all the provisions of the Bidding Documents including “**Restrictions on procurement from a Bidder of a country which shares a land border with India**” 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.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(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 security shall be forfeited.

2.2 We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to.

2.3 We confirm that we fulfill the requirements of Local content for Class-I local supplier. The details of the location(s) at which the local value has been added are as under:

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

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

We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

2.4.0 *#We further confirm that we are presently not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make in India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT).”*

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

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining.

2.5 We have read the SPC clause regarding **“Restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries”**. We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

3.0 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, Drawings 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.

- 4.0 We undertake, if our bid is accepted, to commence work as per provisions of the bidding documents, immediately upon your issuance of Purchase order to us within the time specified in the Bidding Documents.
- 5.0 If our bid is accepted, we undertake to provide, Contract Performance Securities in the form and amounts and within the times specified in the Bidding Documents.
- 6.0 Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Bid' by NTPC.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 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, 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.

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

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

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

Thanking you, we remain,

Yours faithfully,

Business Address:

Country of Incorporation (Province also to be indicated):

Fax No.:

Phone No.:

Email:

Note: This Bid Form is part of Bidding document no CS-0011-112F-9.

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

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 Invitation for Bids under your Bid Document No CS-0011-112F-9, We, M/s.....[Bidder's Name]..... having our Registered/ Head Office at (hereinafter called the 'Bidder') wish to participate in the said tender for **PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)**.

We confirm that we have read the provisions of the bidding document no. CS-0011-112F-9 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 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.

Date:

Signature

Place:

Name of the Authorized person

NOTE :

- (i) Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.
- (ii) This Attachment is part of Bidding document no CS-0011-112F-9 .

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. CS-0011-112F-9

POWER OF ATTORNEY

**BIDDER TO ATTACH THE POWER OF ATTORNEY AND COPY OF BOARD RESOLUTION/ OTHER
RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE
POWER OF ATTORNEY IN ACCORDANCE WITH CLAUSE 36.2(b) OF SPC**

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF
NTPC (LOT-1)
COMMON BIDDING DOCUMENT NO. CS-0011-112F-9**

(Allocation criteria Data)

Bidder's Name & Address:

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

Dear Sirs,

We seek qualification under Clause 11.0 of Section SPC our qualification data in support thereof is enclosed in the Attachments enclosed at Annexures as per following:

1. Annexure A for bidder's turnover data for last 5 financial years.
2. Annexure-B for Financial Tie ups with Banks/Financial Institutions
3. Annexure-C for Manufacturing capacity and existing commitment

Bidder's turnover data for last 5 financial years

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

Tender Invitation no :

Dated:

Name of Work: Procurement of Biomass Pellets for various Thermal Plants of NTPC.

To,

Date:

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

We confirm that our annual turnover in the preceding Five (5) financial years as on date of Techno-Commercial bid opening as under. In support of above, we are enclosing audited financial statements or certified by Chartered Accountant (in case audited financial statement is not available) and the details are as under :

S.No.	Financial Year	Amount in INR
1	2016-2017	
2	2017-2018	
3	2018-2019	
4	2019-2020	
5	2020-2021	
6	We have enclosed Audited financial statements for the last Five (5) financial years	Yes*/No*
7	We have enclosed certificate from Chartered Accountant for financial statements of last Five (5) financial years	Yes*/No*

Date : (Signature).....

Place : (Name of Bidder).....

*Strike off whichever is not applicable.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

Financial Tie ups with Banks/Financial Institutions of Bidders

PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

Tender Invitation no :

Dated:

Name of Work: Procurement of Biomass Pellets for various Thermal Plants of NTPC (LOT-1).

To,

Date:

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

This is to certify that we, M/s(Name of the Bidder), are having Financial Tie ups with Banks/Financial Institutions for establishment of manufacturing facilities of Agro-residue based (*Torrefied/Non Torrefied / both Torrefied & Non-Torrefied) as under:

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

We have enclosed copy of Tie ups letter issued by Banks/Financial Institutions to this Annexure.

Date : (Signature).....

Place : (Name of Bidder).....

* Strike off whichever is not applicable.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

ANNEXURE- C to ATTACHMENT -3

PAGE 1 OF 1

Certificate by Chartered Accountant on Letter Head for bidders' manufacturing capacity and existing commitment)

**PROCUREMENT OF BIOMASS PELLETT FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

Tender Invitation no :

Dated:

Name of Work: Procurement of Biomass Pellets for various Thermal Plants of NTPC (LOT-1).

To,

Date:

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

This is to certify that M/s(Name of the Bidder) having its registered office at and Manufacturing Plant located at..... (address of Manufacturing Plant).

It is certified that M/s_____ (Name of the bidder) is a manufacturer of Agro-residue based (*Torrefied/Non Torrefied / both Torrefied & Non-Torrefied) biomass pellets having capacity of(in Tonnes per Day) and the Plant is functional since.....(date of start of manufacturing).

It is also certified that M/s____(Name of the bidder) having existing order of Torrefied Bio Mass Pellets isTPD and Non Torrefied Bio Mass Pellets isTPD.

(Authorised Signatory with stamp/seal)
Name & address of Chartered Accountant
Membership Number-
UDIN-

*strike off whichever is not applicable.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

AS PER ANNEX-I COMMON BIDDING DOCUMENT NO. CS-0011-112F-9

**(DECLARATION REGARDING NUMBER OF PROJECTS FOR WHICH
BIDDER IS INTERESTED IN TAKING AWARD)**

Bidder's Name & Address:

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

Dear Sirs,

- 1. In terms of SPC Clause 5.0, We declare that we are interested in participating for the following Projects for Non-Torrefied/ Torrefied Biomass Pellets Procurement Package for various Plants of NTPC & APCPL.**

Sl. No	Name of Project interested in participating.	Indicate YES/NO
1.	National Capital Power Station Dadri	
2.	Feroze Gandhi Unchahar Thermal Power Station	
3.	Tanda Thermal Power Station	
4.	IGSTPP, Jhajjar	

- 2. We understand that we shall be considered for award subject to a limitation of orders (quantity) as specified in the Clause 5.0 of SPC .**
3. We understand that the above declaration regarding the Projects we are interested in participating cannot be changed at any stage of bidding and shall be binding on us and we shall not raise any disputes/claims in this regard at any stage.
- 4. We also confirm that the price bids have been submitted for all the projects mentioned as "YES" at Para 1.0 above. In case price bids have been submitted for any other project, then price bid for such projects shall not be opened.**

Date: _____ Signature of Bidder (.....)

Place: _____ Name of the Bidder (.....)

Note: This Attachment is part of Bidding document no CS-0011-112F-9.

THIS PAGE IS INTENTIONALLY KEPT BLANK

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

**COMMON BIDDING DOCUMENT NO. CS-0011-112F-9
(DECLARATION OF PAST ORDERS)**

Bidder's Name & Address:

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

Dear Sirs,

1. In terms of SPC Clause 31.3 para 2 We declare that we are executing following long term Orders (Contract Period of 04 years) for #Non- Torrefied/ Torrified Biomass Procurement Package for various Plants of NTPC / JV / Subsidiaries :

S.No	Name of Project	Ordered Quantity (in Million Tonnes)	Quantity Supplied on 07 days prior to Techno-Commercial Bid opening date (in Million Tonnes)	*Period of Contract
1				
2				
3				

*

Strike off whichever not applicable.

2. We understand that the maximum number of awards to us will be restricted to **200 TPD for cumulative orders** (including balance quantity to be supplied under past orders as mentioned above) irrespective of the number of Projects for which we have submitted our Techno- commercial and Price bids.
3. We understand that the above declaration regarding quantity supplied against the past orders shall be verified with respective sites by the owner.

Date: Signature of Bidder(.....)

Place: Name of the Bidder (.....)

Note: This Attachment is part of Bidding document no CS-0011-112F-9 .

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

**Declaration on Local Content Bid
Doc No: CS-0011-112F-9**

**(To be attached with Techno-Commercial Bid ONLY through
Attribute)**

Only Class-I Local Suppliers are eligible to Bid. Bids received (if any) for specified item(s) from Class-II/ Non Local Supplier **shall be out rightly rejected.**

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

(UNDETAKING TO BE GIVEN BY MSE BIDDER FOR AVAILING BENEFITS)

Bidder's Name & Address:

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

Ref: Our Bid Ref. No.....Datedagainst Tender invitation No.
Dated for Procurement of Biomass Pellets for Various Thermal Plants of NTPC.

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

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

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

Thanking you,

(Authorised Signatory)

Name & address of the bidder.....
.....

Date:

Note: This Attachment is part of Bid Document No CS-0011-112F-9

Certificate by Chartered Accountant on Letter Head for availing MSE benefits/ Purchase preference)

PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

Tender Invitation no :

Dated:

Name of Work: Procurement of Biomass Pellets for various Thermal Plants of NTPC.

To,

Date:

NTPC Limited,
Contract Services,
6th Floor, Engg. Office Complex,
Plot No. A-8A, Sector-24,
Noida-201301.

This is to certify that M/s(Name of the Bidder) having its registered office at and Manufacturing Plant located at..... (address of Manufacturing Plant) is registered under MSMED Act 2006, (Udyog Aadhaar Memorandum) Dated....., category:(Micro/Small). (copy enclosed)

It is verified from the Books of Accounts of M/s(Name of the Bidder) that they have completed the setting up of the Agro-residue based Biomass Pellet Manufacturing Plant.

It is further verified that M/s _____(Name of the bidder) is a manufacturer of Agro-residue based (*Torrefied/Non Torrefied / both Torrefied & Non-Torrefied) biomass pellets having capacity of(in Tonnes per Day) and the Plant is functional since.....(date of start of manufacturing).

(Authorised Signatory with stamp/seal)
Name & address of Chartered Accountant
Membership Number-
UDIN-

*strike off whichever is not applicable.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

(To be submitted on Letter head of Bidder's Firm/Company along with technical bid)

**PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF
NTPC & APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. CS-0011-112F-9

**(UNDERTAKING FOR AVAILING BENEFITS AS PUNJAB, HARYANA AND
NCR BIDDERS)**

Bidder's Name & Address:

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

We, the undersigned, have read the technical specifications for agro residue based Torrefied / Non-Torrefied biomass pellets and declare the following:

- (a) We have read and completely understood the bidding documents including its amendment / Clarification.
- (b) We have not taken any deviations to provisions of bidding documents.
- (c) Details of Quantity, GCV and sourcing of agro residue for manufacturing of pellets for(Name of Plants for which bid submitted) are tabulated below:

SN	ITEM	MINIMUM QTY PER DAY	Name of plant	WHETHER RAW MATERIAL SOURCED FROM PUNJAB / HARAYAN / NCR FOR MANUFACTURING OF PELLETS (YES / NO) against each plant
1	2	3	4	5
1	NON-TORRIFIED PELLETS	20 Tons Per Day	1. Tanda	
			2. Unchahar	
			3. IGSTPP-Jhajjar	
2	TORREFIED PELLETS	20 Tons per Day	1. Dadri	
			2. Tanda	
			3. Unchahar	
			4. IGSTPP-Jhajjar	

- **Whether MSME: (YES/NO) -----**
- **Further to declare that we have our manufacturing plant located at ----- and Present pellet manufacturing capacity is ----- TPD and on award of PO, the supply shall be met from the above mentioned manufacturing plant.**

NOTE:

1. To avail the benefit of Punjab/Haryana/NCR State as per bidding documents, Bidder must indicate **Yes/No** in the Column 5 (in addition to Column 4) failing which their bid will be considered for evaluation under Unreserved quantity only.
2. In case bidder intends to be considered under Punjab, Haryana and NCR quota, it may be noted that action may be taken as per the terms of contract, if it is found during the execution that the raw material is not sourced from Punjab / Haryana / NCR .

**Name
Signature:**

**Designation:
Date:**

**Name of Company/firm/agency
Place:**

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)
COMMON BIDDING DOCUMENT NO. CS-0011-112F-9**

**(Bidder's detail (to be submitted by the bidder)
Bidder should fill-in the following information and upload the same in the offer)**

Bidder's Name & Address:

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

**Bidder's detail (to be submitted by the bidder)
Bidder should fill-in the following information and upload the same in the offer**

Name of the Company	
Type of Company (Proprietary/ Partnership/Company/Others)	
Udyog Aadhaar Memorandum Reg. No & date (Validity)	
GSTIN No	
Address of the Manufacturing Plant from which supplies shall be made in case of Award for(Name of Plant)	
NIT / BID No	
Offer / Quotation No. & Date	
HSN Code of the materials / Place of Dispatch	

CONTACT PERSONS /ADDRESS	
Telephone	
Fax	
E mail ID	
Name and Address of Supplying and Invoicing vendor along with NTPC vendor code, if known to the bidder.	

**INDIVIDUAL APPLICANT TO SUBMIT ADHAR CARD, PASSPORT, PAN CARD AS PROOF OF AGE FOR MEETING
QUANLIFICATION REQUIREMENT**

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. CS-0011-112F-9

(INTEGRITY PACT)

Between

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

and

..... (hereinafter referred to as "The Bidder/Contractor ")

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for **PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (Lot-1)** 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.

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 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.

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/ JV 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.

Section 8 Pact Duration

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 JV partnership / Consortium , this agreement must be signed by all the partners of JV / Consortium Partners as the case maybe.

The Parties hereby sign this Integrity Pact aton this day of20....

Employer

Applicant

- Note:
1. The Integrity Pact is to be digitally signed by the Signatory who has signed the application and the same is to be uploaded in Fee Envelope.
 2. The word 'Employer' should be read as "Employer/NTPC".
 3. Wherever the term 'Bidder' is appearing, the same shall mean 'Applicant' participating as 'Bidder' in tender(s) invited subsequent to the Enlistment.
 4. Wherever the term 'Contract' is appearing, the same shall mean Contract(s) awarded to a bidder against tender(s) invited.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC
& APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. CS-0011-112F-9

(TECHNICAL DATA SHEET)

Bidder's Name & Address:

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

(Shall be attached in the format as specified in Annex-I of Technical Specification)

Declaration by Bidder

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, have read the technical specifications for agro residue based biomass pellets, volume- III and declare the following:

- (a) We have read and completely understood the technical specification document and have no reservations to it including amendments/clarifications.
- (b) We have quoted the price in price bid for the agro residue based torrefied and non-torrefied biomass pellets having technical specification as follows:

S.,No	Technical data	Unit	Specified Value range Torrefied pellets	Specified Value range Non Torrefied pellets
1	Base material	-	Agro residue	Agro residue
2	Shape and Size**	mm	In case of cylindrical shape : Diameter : Not more than 35 mm Length : Random, not exceeding 35 mm For other shapes: No dimension should exceed 35 mm.	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	fines ≤ 5%	fines ≤ 5%
4	Gross Calorific Value (ARB*)	Kcal/Kg	(To be quoted by the bidder) (Not less than 3400 Kcal/Kg)	to be quoted by the bidder (Not less than 2800 Kcal/Kg)
5	Moisture(ARB*)	Wt %	Not more than 14%	

- (c) We understand that quantity and price adjustment shall be made for supplying the material deviating from technical specification but within acceptable range as per clause 10 and 11 of technical specification (Volume-III).
- (d) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-III).
- (e) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender conditions.
- (f) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Name/ Designation: Name of Company/firm/agency

Signature:

Date:

Place

PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC & APCPL (LOT-1)

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

(EFT FORM)

Bidder's Name & Address:

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

E.F.T.Form

To,

.....

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

.....

.....

Dear Sirs,

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

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

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

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

G) 11 DIGIT IFSC CODE OF THE BANK

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

H) BANK ACCOUNT NUMBER

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

I) BANK ACCOUNT TYPE (TICK ONE)

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

IF OTHERS, SPECIFY

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

5. PERMANENT ACCOUNT NUMBER (PAN)

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

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

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

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

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.

DATE

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

SIGNATURE

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

Encl: Blank Cheque

OFFICIAL STAMP

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1)**

COMMON BIDDING DOCUMENT NO. : CS-0011-112F-9

(Additional Information)

Bidder's Name & Address:

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

Dear Sirs,

We wish to provide the following additional information in our Bid. We confirm that no price component has been included in the additional information.

Sl. No.	Description of Information Reference to	Reference to Bidding documents Proposal	Bid
---------	--	---	-----

Note : Continuation sheets of like size and format may be used as per

This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1)
BIDDING DOCUMENT NO. CS-0011-112F-9**

(Declaration Ownership/ Partnership)

Bidder's Name and Address :

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

Dear Sirs,

We hereby certify that we do not have any common controlling shareholders or ownership with any other Bidder(s) participating in the bids for a particular Project (as stated at SPC clause 6.0) in the tender for "PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC (LOT-1)".

Further we hereby declare details of Directors/ Shareholders of Company's/Partnership Firm/ Proprietorship Firm/ Consortium/ JV as under:

S.No	Name of Director / Partner / Proprietor /Consortium Partner etc
1	
2	
3	
4	
5	
6	

If it is found at any stage of bidding or during currency of the Contract (if awarded), that we have any common controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), for a particular project, then our Bid or Contract (if awarded) shall be rejected / terminated.

(Name of the Bidder)

signature of the Bidder's Representative

Bidders may add....

Bidder's requirements and annexed to this Attachment.

Note: This Attachment is part of Bid Document No CS-0011-112F-9

(On Non-Judicial Stamp Paper of Appropriate Value)
**FORM OF CONSORTIUM AGREEMENT
BETWEEN**

M/S.....

AND

M/S.....

AND

M/S..... **(STRIKE OFF IF NOT APPLICABLE)**
FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR
[PACKAGE NAME]
BIDDING DOCUMENT NO. [.....]

THIS Consortium Agreement (Agreement) executed on this..... day of
Two thousand between M/s..... a
Company incorporated under the law of and having its Registered
Office at (hereinafter called the "Partner-1," which expression shall
include its successors, executors and permitted assigns) and M/s
..... a company incorporated under the laws of
.....and having its Registered Office at
..... (hereinafter called the "Partner-2", which expression shall include
its successors, administrators, executors and permitted assigns) and M/s
..... a company incorporated under the laws of
.....and having its Registered Office at
..... (hereinafter called the "Partner-3", which expression shall include
its successors, administrators, executors and permitted assigns) **(STRIKE OFF IF NOT
APPLICABLE)** for the purpose of making a bid and entering into the Contract (in case of
award) against Bidding Document No[.....]for **['Name of the
PACKAGE']** of NTPC Limited, a Government Company incorporated under the Company Act,
1956, and having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional
Area, Lodhi Road, New Delhi-110003, INDIA **(hereinafter called the "Owner")**.

Partner 1, 2 & 3 are collectively referred to as "The Parties/Consortium" and each is individually referred to as "Party".

WHEREAS, the Owner invited Bids for **['Name of the PACKAGE']** vide its Bidding Document No. [.....] The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the tender bidding documents in respect of the Contract.

AND WHEREAS Clause No 11.0 of SPC of Bidding Documents stipulates that the bidder can be a Consortium of Domestic partners. The Consortium shall also necessarily identify one of the partners as Lead Partner. Further it stipulates that in this case, the bidder shall provide along with the bid, a Consortium Agreement in which the partners in 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 Bid liable for rejection.

AND WHEREAS M/S.....(Partner-1) has been designated as Lead partner of Consortium.

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 Bidding Documents have been signed jointly by all the partners and submitted to NTPC/Owner.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In this agreement, capitalized terms shall, unless context otherwise requires, have the meaning prescribed thereto under the bidding documents.

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 successful performance 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.
 - 1.1 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 liable and 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 within ___days of Award of Contract, 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 and undertake 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 performance 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.
 7. The Parties hereby undertakes to participate in the bidding process for each project(s) of the subject tender only through the Consortium and not individually and/or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.
 8. This agreement is legal and binding obligation of each party, enforceable in accordance with its terms against it. There is no litigation pending, or to the best of party's knowledge, threatened to which it or any of its affiliate is a party that presently affect or which would have a material adverse effect on the financial condition or business of such party in fulfilment of its obligations under this agreement.
 9. The parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the contract.
 10. All Consortium partners of this agreement shall fully indemnify, hold harmless and defend Owner and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the Consortium with regards to this Agreement, tender or Contract etc., cause due to negligence/commission/omission of any or all of the consortium partners , its employees and agents including representative or sub-contractor or any other person claiming under this Contract.
 11. The Consortium partners shall be jointly and severally - responsible for the quality of all the works and timely execution thereof to meet the completion schedule under the Contract.
 12. This agreement shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
 13. 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:

1	Name.....	(Consortium Partner-1)
	Signature.....	(Signature of the authorized representative)
	Designation.....	
	Name.....	Company.....
	Company.....	

Witness: **(Consortium Partner-2)**
1. Name.....
Signature..... (Signature of the authorized representative)
Designation.....
Name..... Company.....
Designation.....

(STRIKE OFF THE PORTION BELOW IF THERE ARE ONLY TWO PARTNERS IN THE CONSORTIUM)

For M/s
Witness: **(Consortium Partner-3)**
1. Name.....
Signature..... (Signature of the authorized representative)
Designation.....
Name..... Company.....
Designation.....

Note: This Attachment is part of Bid Document No CS-0011-112F-9

PROCUREMENT OF BIOMASS PELLET FOR VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1) BIDDING DOCUMENT NO. CS-0011-112F-9

Bidder's Name and Address :

To
NTPC Limited,
Contracts & Materials,
6th Floor, Engg. Office Complex,
Plot No. A-8A, Sector-24,Noida-201301.

Dear Sirs,

Check List of documents to be submitted for Techno-Commercial Bid

Sl.	Details of Checks No.	Enclosed : Yes / No
1.	BID FORM	
2.	ATTACHMENT-1	
3.	ATTACHMENT-2	
4.	ATTACHMENT-3 & ITS ATTACHMENTS	
5.	ATTACHMENT-4	
6.	ATTACHMENT-5	
7.	ATTACHMENT-6 --- NOT APPLICABLE	
8.	ATTACHMENT-7	
9.	ATTACHMENT-7A	
10.	ATTACHMENT-8	
11.	ATTACHMENT-9	
12.	ATTACHMENT-10	
13.	ATTACHMENT-11	
14.	ATTACHMENT-12	
15.	ATTACHMENT-13	
16.	ATTACHMENT-14	
17.	ATTACHMENT-15	
18.	ATTACHMENT-16 (APPLICABLE ONLY FOR CONSORTIUM)	
19.	ATTACHMENT-17	

Note:

- (i) All the above attachments shall be uploaded along with the bid at NTPC E Tender portal GePNIC portal.
- (ii) Separate Sheets of same format may be used for each Project for Attachment-8(Whether raw material being sourced from Punjab, Haryana and NCR), Attachment-9, Attachment-11 (if GCV is different for different projects)

Note: This Attachment is part of Bid Document No CS-0011-112F-9

**PROCUREMENT OF BIOMASS PELLETS FOR VARIOUS THERMAL PLANTS OF NTPC &
APCPL (LOT-1)**

BIDDING DOCUMENT NO. CS-0011-112F-9

(Price Adjustment Data–Shall be submitted with Price Bid)

Bidder's Name and Address:

To
Contract Services
NTPC Limited,
Engineering Office complex
A-8A, Sector-24, Noida – 201301

Dear Sirs,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your bidding documents.

1.FOR destination Price of Biomass Pellets (*Torrefied/ Non Torrefied)

*Name of Currency of Bid Price: INR

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices as on 30 days prior to date set for Opening of Price bids.
1	Fixed Component	F = 0.15		
2	Material			
1	HSD	a = 0.20	Price of High Speed Diesel in Rs/Litre of IOCL nearest to plant where materials shall be delivered
2	WPI (Electricity)	b = 0.20	Office of Economic Advisor
3	WPI (Food Articles)	c = 0.20	Office of Economic Advisor
3	Labour	Lb = 0.25	All India Consumer Price Index for Industrial workers (All Indian Monthly Average) published by Labour Bureau Shimla, Govt. of India.

Note: This Attachment is part of Bidding document no CS-0011-112F-9 .

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VOLUME-III

TECHNICAL SPECIFICATIONS FOR AGRO RESIDUE BASED NON-TORREFIED AND TORREFIED BIOMASS PELLETS

S.No		Description
1.	About NTPC	<p>NTPC Ltd. (A Govt. of India Enterprises), a Maharatna Company, is India's largest power generation company with its roots planted way back in 1975 to accelerate power development in India. Since then it has established itself as the dominant power major with presence in the entire value chain of the power generation business. From fossil fuels, it has forayed into generating electricity from hydro and renewable energy sources. The total installed capacity of the company is 67,907.5 MW (including JVs). Own stations include 23 coal based, 7 gas based, 1 Hydro, 1 Wind ,13 Solar and 1 Small hydro plant. Under JV, NTPC has 9 coal based, 4 gas based and 13 renewable energy projects. NTPC has an ambitious plan to become 130 GW plus company by 2032.</p>
2.	Introduction	<p>From largely coal based generation, NTPC will have a diversified fuel mix by 2032, with non-fossil fuel based generation capacity making up more than 30% of NTPC's portfolio. In this direction, NTPC has led the way in co-firing agro-residue based Biomass pellets (Biomass Pellets would mean both Non-torrefied and Torrefied pellets taken together, unless specified otherwise) with coal for power generation.</p> <p>Biomass pellets firing in boilers result in net zero CO₂ emissions as the emitted CO₂ gets absorbed in next crop cycle by photosynthesis. Thus, it is a carbon neutral fuel and a renewable source of energy. Even after considering energy use in agro-residue collection, processing and transportation, there is significant net CO₂ reduction as compared to coal firing, making it a greener alternative.</p> <p>This initiative would also address the issue of burning of stubble (i.e. paddy straw and other agro-residues) in the fields by farmers, while also generating additional revenue for them.</p> <p>Stubble burning in fields emits large amount of ash/soot/ unburnt carbon to the atmosphere which is the real cause of air pollution and elevates the PM 2.5 and PM 10 level in atmosphere. When agro-residue based fuel is utilized in coal fired power plants, it undergoes complete combustion and the resulting ash is also almost completely absorbed in Electrostatic Precipitator (ESP), preventing air pollution while generating power.</p>
3.	Intent of Specification	<p>The intent of technical specification is to outline critical requirements and parameters for procurement of agro-residue based biomass pellets by NTPC Plants (Annexure III) for co-firing in pulverized coal fired units.</p>

4.	Scope	<p>4.1 The scope of work under this package shall include supply, loading, transport and delivery of agro-residue based biomass pellets at NTPC site.</p> <p>4.2 Unloading at NTPC site shall be in the scope of NTPC Plants (Annexure III) provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting.</p> <p>4.3 If supplier supplies the material packed in bags, consignment shall not be accepted, or supplier shall unload and unpack the material at his own cost. In such case, any additional cost, including demurrage, if any, will be borne by the vendor.</p> <p>4.4 The pellets shall meet the technical specification given clause 8 (Table -1).</p>
5.	Supply Duration	<p>5.1 The bidder shall offer to supply Biomass pellets on daily basis for seven years.</p> <p>5.2 However, if due to any reason attributed to NTPC or reason mentioned in the force majeure clause, party is not able to supply allocated quantity of non torrefied pellets / torrefied pellets to NTPC as per the schedule, additional three months grace period corresponding to each one year of supply period shall be provided to the party. Thus, 21 Months grace period shall be given corresponding to supply period of seven years. Further, in case supplies are restricted for more than 03 months in a year due to reason mentioned in the force majeure clause. Then stations shall extend grace period by more than 03 months for a corresponding year. In this grace period bidder shall be able to supply leftover quantity out of total allocated quantity of material to NTPC. The time extension may also be allowed in case of extended monsoon, grid restrictions and extended shutdown.</p>
6.	Delivery start date and delivery address	<p>6.1 In case of award, the supplier shall start delivery of material within 270 days from the issue of LOI based on mutually agreed schedule.</p> <p>6.2 The consignment of pellets shall be delivered to following addresses:</p> <ol style="list-style-type: none"> 1. National Capital Power Station Dadri, Vidyutnagar, Dist: Gautambudhnagar, U.P.201008 2. Feroze Gandhi Unchahar Thermal Power Station, Dist: Raibareilly, U.P- 229406 3. Tanda Thermal Power Station, Vidyut Nagar, Ambedkar Nagar,U.P.-224238 4. APCPL, IGSTPS-Jharli, Dist - Jhajjar, Haryana-124141

		<p>6.3 Before start of delivery of Biomass pellets, the contractor has to furnish proof of procurement of Stubble/straw/crop residue of rice paddy as certification from specific nominated authority in the format attached as Annexure-IV for the matter may be decided by respective states. Further, in case statutory authority to be nominated by Central/ State Govt is not in place due to any reason then alternate methodology for such certification shall be agreed with the consent of supplier and approval of Head of station.</p>
7.	Delivery Schedule	<p>7.1 Default delivery schedule shall be the quantity allocated to supplier for supply of pellets on TPD (Tons per Day) basis. However, the contract will have flexibility of revising the default schedule as elaborated below.</p> <p>7.2 To meet the annual supply requirement, supplier shall have the flexibility to supply the material in greater quantity than default delivery schedule with formal consent of the station.</p> <p>7.3 Option of supplying higher quantity shall be subject to one week of advance intimation by the vendor to NTPC site and a formal consent of the site in this regard.</p> <p>7.4 NTPC can also give reduced delivery schedule to supplier by giving one week of formal advance notice and the supplier shall dispatch the consignment accordingly.</p> <p>7.5 Formal communication from NTPC would mean communication through official e-mail ID of engineer-in-charge or e-mail ID of any other person authorized by him.</p>

8	<p>Technical Specification of Biomass pellets</p> <p>(Please note mandatory 50% paddy residue usage for Dadri)</p>	<p>8.1 The bidder shall quote the price for Torrefied and Non Torrefied pellets and its GCV separately on as received basis (ARB*). The Torrefied and Non Torrefied pellets shall meet the technical specification as given in following table-1 and shall submit declaration for the same as per format enclosed at Annexure-I of this document. In case of Dadri station, minimum use of 50% raw material as stubble /straw/crop residue of rice paddy sourced from Punjab, Haryana or NCR Region only is mandatory.</p> <p>8.2 Any variation in GCV or fines percentage beyond the acceptable limit specified in technical specification shall be rationalized as per Price and Quantity Adjustment formula as given in clause-10 and clause-11 of this volume.</p> <p>Table: 1 Technical Specification for Torrefied and Non Torrefied Biomass Pellet</p> <table border="1" data-bbox="492 667 1352 1444"> <thead> <tr> <th>S.No</th> <th>Technical data</th> <th>Unit</th> <th>Torrefied Pellet specification</th> <th>Non Torrefied pellet specification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Base material</td> <td>-</td> <td colspan="2">Agro residue</td> </tr> <tr> <td>2</td> <td>Shape and Size**</td> <td>Mm</td> <td>In case of cylindrical shape : Diameter : Not more than 35 mm Length : Random, not exceeding 35 mm For other shapes: No dimension should exceed 35 mm.</td> <td>In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.</td> </tr> <tr> <td>3</td> <td>Fines% (length<3 mm)(ARB*)</td> <td>Wt %</td> <td colspan="2">fines ≤ 5% [Less than 5% by weight]</td> </tr> <tr> <td>4</td> <td>Gross Calorific Value (GCV-ARB*)</td> <td>kCal/kg</td> <td colspan="2">to be quoted by the bidder</td> </tr> <tr> <td></td> <td></td> <td></td> <td>(Not less than 3400 Kcal/Kg)</td> <td>(Not less than 2800 Kcal/Kg)</td> </tr> <tr> <td>5</td> <td>Moisture (ARB*)</td> <td>Wt %</td> <td colspan="2">Not more than 14%</td> </tr> </tbody> </table> <p>*ARB – As Received Basis</p> <p>**During contract period, diameter of pellets may be revised/modified based on result of test firing on mutual consent basis without any financial/cost implication to either NTPC or supplier.</p>	S.No	Technical data	Unit	Torrefied Pellet specification	Non Torrefied pellet specification	1	Base material	-	Agro residue		2	Shape and Size**	Mm	In case of cylindrical shape : Diameter : Not more than 35 mm Length : Random, not exceeding 35 mm For other shapes: No dimension should exceed 35 mm.	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.	3	Fines% (length<3 mm)(ARB*)	Wt %	fines ≤ 5% [Less than 5% by weight]		4	Gross Calorific Value (GCV-ARB*)	kCal/kg	to be quoted by the bidder					(Not less than 3400 Kcal/Kg)	(Not less than 2800 Kcal/Kg)	5	Moisture (ARB*)	Wt %	Not more than 14%	
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5	Moisture (ARB*)	Wt %	Not more than 14%																																		

9.	Raw Material for pellet Manufacturing	<p>9.1 Base material for pellet manufacturing shall be agro residue, which means the leftover portion of the agriculture produce, such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder, such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, seasam, til, maize, sunflower, jute, coffee etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkanda and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>9.2 Agro residue based biomass pellets can be manufactured by single base material or mixing multiple base materials together.</p> <p>9.3 Mixing materials such as by product of wood work factory such as wood chips, saw dust, furniture waste etc., bagasse, press mud, molasses, bamboo dust or natural additives/binder such as lignin, starch, and animal dung may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by supplier in consignment details.</p> <p>9.4 Wood obtained from tree cutting shall not be treated as agro residue and shall be not to be used as base material or mixing purpose whatsoever.</p> <p>9.5 NTPC shall reserve the right to exclude any mixing material/additive/ binder or modify their proportion, if any adverse technical impact is observed during operation of the plant.</p>												
10.	Price adjustment for GCV variation	<p>Bidder is required to quote GCV value of biomass pellets in Kcal/Kg within the acceptable range as given below in the table.</p> <table border="1" data-bbox="457 1104 1396 1234"> <thead> <tr> <th></th> <th>Torrefied pellets</th> <th>Non-torrefied pellets</th> </tr> </thead> <tbody> <tr> <td>Acceptable GCV range without penalty</td> <td>Between 3400 Kcal/Kg to 5000 kcal/Kg [both inclusive]</td> <td>Between 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]</td> </tr> </tbody> </table> <p>For any variation in the GCV (ARB) from the quoted GCV, the “Adjusted FOR Price” shall be calculated as per the following formula.</p> <p>Adjusted FOR Price = $(\text{Quoted FOR price} * \text{Actual GCV (ARB)}) / \text{Quoted GCV (ARB)}$</p> <p>The payable price shall be as given in the following tables-</p> <table border="1" data-bbox="457 1541 1396 1789"> <thead> <tr> <th colspan="2">Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit</th> </tr> <tr> <th>GCV Range</th> <th>Adjusted Payable price</th> </tr> </thead> <tbody> <tr> <td>Within acceptable GCV range</td> <td>Adjusted Payable price shall be equal to Adjusted FOR Price. However, it shall be limited to Maximum GCV Limits.</td> </tr> </tbody> </table>		Torrefied pellets	Non-torrefied pellets	Acceptable GCV range without penalty	Between 3400 Kcal/Kg to 5000 kcal/Kg [both inclusive]	Between 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]	Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit		GCV Range	Adjusted Payable price	Within acceptable GCV range	Adjusted Payable price shall be equal to Adjusted FOR Price. However, it shall be limited to Maximum GCV Limits.
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Price adjustment on account of GCV below the acceptable range for Torrefied pellets

GCV Range	Adjusted Payable price
For GCV 3400 Kcal/Kg > GCV => 3000 Kcal/Kg [For GCV less than 3400 Kcal/Kg AND more than or equal to 3000 Kcal/Kg]	Payable price shall be equal to (0.75* Adjusted FOR price)
For GCV 3000 Kcal/Kg > GCV => 2600 Kcal/Kg [For GCV less than 3000 Kcal/Kg AND more than or equal to 2600 Kcal/Kg]	Payable price shall be equal to (0.5* Adjusted FOR price)
For GCV < 2600 Kcal/Kg [For GCV less than 2600 Kcal/Kg]	No payment shall be made for already delivered material

Price adjustment on account of GCV below the acceptable range for Non- Torrefied pellets

GCV Range	Adjusted Payable price
For GCV 2800 Kcal/Kg > GCV => 2400 Kcal/Kg [For GCV less than 2800 Kcal/Kg AND more than or equal to 2400 Kcal/Kg]	Payable price shall be equal to (0.75* Adjusted FOR price)
For GCV 2400 Kcal/Kg > GCV => 2000 Kcal/Kg [For GCV less than 2400 Kcal/Kg AND more than or equal to 2000 Kcal/Kg]	Payable price shall be equal to (0.5* Adjusted FOR price)
For GCV < 2000 Kcal/Kg [For GCV less than 2000 Kcal/Kg]	No payment shall be made for already delivered material

Note: In case, supplier is found to frequently supply the material of GCV less than the minimum level below which no payment is to be made as per above methodology or is found to take deviations in other technical parameters, warning letter shall be issued to supplier.

Further, if material is supplied below this threshold on more than 3 (Three) instances during the currency of contract even after issuing warning letter, then Contract shall be liable for cancellation.

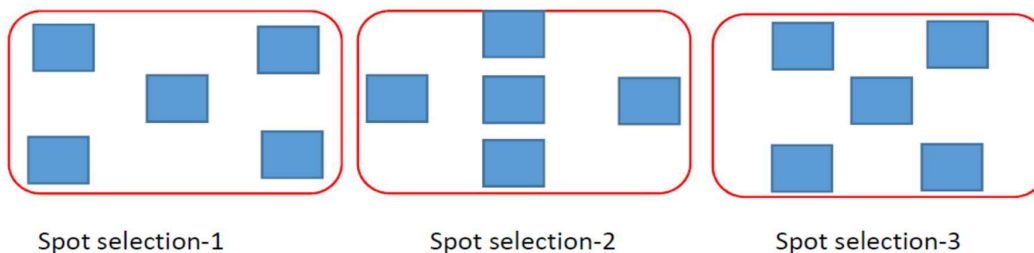
<p>11. Recovery On Account of Excess Fines In Consignment</p>	<p>11.1 Biomass dust, crushed/ broken/ damaged pellets of length less than 3 mm in consignment as received at NTPC site shall be treated as fines, and there shall be recovery on account of excess fines (ARB) if it is beyond 5%. The recovery on account of excess fines will be worked out as per the following formula.</p> <p>Recovery = (Adjusted payable price of Biomass pellets) * W * (Actual Weight % of fines - 5%)</p> <p>“W” - Weight of consignment as received</p> <p>However, there shall be no additional payment to vendor if fines are less than 5%.</p> <p>The “Recovery” amount shall be recovered from the payment of that consignment.</p>															
<p>12. Rejection of consignment</p>	<p>The consignment of biomass pellets arrived at NTPC shall initially be tested for following before unloading and shall be rejected in case parameter exceeds the rejection level given in following table-</p> <table border="1" data-bbox="456 789 1390 915"> <thead> <tr> <th>Technical data</th> <th>Unit</th> <th>Rejection level</th> </tr> </thead> <tbody> <tr> <td>Moisture (ARB*)</td> <td>Wt %</td> <td>More than 14%</td> </tr> </tbody> </table> <p>*ARB – As Received Basis</p>	Technical data	Unit	Rejection level	Moisture (ARB*)	Wt %	More than 14%									
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<p>13. Testing standard/ Method</p>	<p>Biomass pellets sample shall be tested in the NTPC site lab as per following or their equivalent standards -</p> <table border="1" data-bbox="513 1073 1317 1545"> <thead> <tr> <th>S.,No</th> <th>Technical data</th> <th>Testing Standard/Method</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Diameter</td> <td>ISO 17829 or equivalent method may be referred.</td> </tr> <tr> <td>2.</td> <td>Fines% (Length< 3 mm) (ARB)</td> <td>ISO 18846 or equivalent method may be referred.</td> </tr> <tr> <td>3.</td> <td>Gross Calorific Value (ARB)</td> <td>IS 1350 or equivalent method may be referred.</td> </tr> <tr> <td>4.</td> <td>Moisture (ARB)</td> <td>IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.</td> </tr> </tbody> </table> <p>ARB – As Received Basis</p>	S.,No	Technical data	Testing Standard/Method	1.	Diameter	ISO 17829 or equivalent method may be referred.	2.	Fines% (Length< 3 mm) (ARB)	ISO 18846 or equivalent method may be referred.	3.	Gross Calorific Value (ARB)	IS 1350 or equivalent method may be referred.	4.	Moisture (ARB)	IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.
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4.	Moisture (ARB)	IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.														
<p>14. Sampling and analysis at receiving end (NTPC site)</p>	<p>14.1 Sampling shall be done by NTPC, preferably in the presence of representative of the pellet supplier. The samples shall be collected and prepared as per BIS norms.</p> <p>14.2 The authorized representatives of NTPC and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both-</p>															

	<p>consumer (NTPC) and pellet supplier - shall also sign on the samples register maintained by the NTPC at the unloading end.</p> <p>14.3 For purpose of rejection test, before unloading, samples shall be tested for moisture by NTPC. If value comes out to be more than rejection level as given in clause 12 (Table 2), the consignment shall be rejected, and it shall be the supplier's responsibility to carry it back at his own cost.</p> <p>14.4 For recovery on account of excess fines, NTPC shall arrange for analysis of fines part of pellets at NTPC site, and if fines percentage exceeds more than 5%, proportionate recovery shall be done for excess fine as per clause 11.</p> <p>14.5 For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.</p> <p>14.6 The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and moisture by NTPC lab at site. Part-2 sample is to be handed over to the pellet supplier for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly, and shall be kept with NTPC under proper lock and key arrangement.</p> <p>14.7 The Referee sample shall be preserved for a period of 15 days from the date of sample collection.</p> <p>14.8 Mere absence of or failure of participation by any representative of pellet supplier shall not be a ground to negate the sampling process undertaken.</p> <p>14.9 NTPC shall communicate the Analysis Results to the pellet supplier within 7 working days of the sample collection.</p> <p>14.10 The pellet supplier may raise dispute, if any, within 07 (seven) days of submission of the result by NTPC.</p> <p>14.11 In case a dispute is raised within the stipulated time period, the Referee sample shall be analysed in a NABL accredited laboratory as notified by NTPC time to time, expense of which shall be borne equally by both NTPC and pellet supplier. Expense borne on supplier part shall be adjusted against payment to the supplier. NABL accredited laboratory report of referee sample shall be final and binding on both the parties.</p> <p>14.12 Dispute raised after the stipulated time period shall not be entertained.</p> <p>14.13 As regards rejection parameter as per clause 12, NTPC test shall be sufficient and binding. Third party testing shall not be applicable for rejected consignment.</p>
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15	Tagging of consignment	Each consignment should be accompanied/tagged by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.), and technical details as per Annexure-II given at the end of this document.
16	Mode of transport	<p>16.1 Default mode of transport is covered truck with water proofing arrangement; however, the supplier may also offer transport by rail subject to prior consent of respective plant management.</p> <p>16.2 Further, bidder shall have flexibility to switch to any mode of transport. However, the FOR price will remain unchanged.</p> <p>16.3 The switch shall be subject to availability of material unloading facility at site and specific prior consent of respective plant management. The decision of plant management shall be final and binding on the vendor.</p>
17.	Progress Report Submission	<p>As per clause 6 of this volume, delivery start date shall be within 270 days of issue of LOI. 270 days are given to the bidder to set up manufacturing facility, if such facility does not exist at the time of issue of LOI.</p> <p>During this period, supplier shall submit the monthly progress report to engineer-in charge regarding progress of setting up of pellet plant project through e-mail on the format provided by NTPC.</p> <p>LOA shall be issued when the bidder is ready to start supply of pellets.</p>
18.	Bid Evaluation	The bid comparison shall be done on Rupees per 1000 Kcal basis .
19.	Price escalation	<p>Annual price escalation shall be given on FOR price (excluding applicable taxes). The price escalation shall be applicable after completion of one year from the date of commencement of delivery.</p> <p>However, spill-over quantity of previous year shall be paid at previous year rate without price escalation, if spill-over occurs due to reason attributed to the vendor.</p> <p><u>Please refer Clause 33.0 of Volume-II Section -I of Special Purchase Condition (SPC) for detailed calculations and provisions regarding Price Escalation.</u></p>

SPECIFIC SCOPE OF WORKS & TERMS:

1. **Sampling, Weighment and Unloading Point:** The site/location for Sampling, Weighment and Unloading Point will be identified by NTPC station. The trucks shall be sent for Sampling, Weighment and Unloading after verifying all the documents. For any extra halt of carriage vehicle for any of these activities, demurrage shall not be payable by NTPC. Sampling may be done at unloading yard or any other site identified by NTPC station.
2. **Handling of rejected consignment:** In case of rejection of consignment as per Clause 12 of this volume, it's supplier responsibility to carry it back at its own cost as per Clause 14 of Technical Specification.
3. **Weighment:** NTPC-Station will collect the gross weight and the tare weight of the carriage vehicle and the net weight will be calculated. Net Weight Quantity of Pellets received at NTPC power station will be final for the purpose of assessment of executed quantity and payment. However, if invoiced quantity is lower, payment shall be restricted to invoiced quantity.
4. **Extraneous Material:** (For material other than specified in Technical Specification at Clause 9) Successful Bidder is to ensure that Pellet is free of foreign /extraneous material, 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 Biomass Pellet value of particular truck whichever is higher.
5. **Raw Materials for pellet Manufacturing:** Successful Bidder is to ensure that raw materials such as Base material and Mixing material are sourced from domestic sources only as specified in the Clause 9 of Technical Specification: Raw Materials for pellet Manufacturing.
6. **Sampling methodology:** The biomass sample should be representative sample of the truck/ consignment. Methodology for collecting a representative sample is elaborated in the following paragraphs. For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by NTPC. For testing of GCV and other Technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.
 - 6.1. **Truck/wagon sample:** The sample quantity of approximately 30 Kg is to be collected from each truck/consignment from 4-5 randomly selected spots on the truck top after removing biomass pellet layer of approximately 25-30 cm depth from the top. Approximately 5-6 kg of sample is to be collected from each spot.
 - 6.2. **Spot selection:** Five spots are selected for sampling of biomass pallet as shown in figure below. Any one spot selection option will be decided by NTPC sampling staff after viewing the biomass loading pattern. Spot selection is not in vendor's scope.



7. Sample preparation for testing: For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by NTPC. For testing of GCV and other Technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor.

7.1. For testing of moisture for rejection test for unloading clearance: After collection of samples from the truck as stated above at para 6, thoroughly mix the pellet samples and collect approximately 1 Kg of representative sample for carrying out rejection test as per Clause 14.

7.2. For testing of GCV and other technical parameters: Do the conning and quartering of the rest of the sample, till the sample quantity is reduced to 4-5 Kg as explained below:

Example

Suppose one collects 30 Kg sample from One truck and total no of trucks received in a day from a particular vendor is 'N' then the total pellet sample collected will be around '30N' Kg. 'N' can be 1,2,3 ...or so on.

Prepare a cone (heap) of '30N' Kg and divide the cone from top to bottom and remove the half portion (left or right). Further, prepare the cone for remaining '15N' Kg of pellet and divide the heap and remove the pellet of side opposite to the side of previous removal. Now, the balance available qty of pellet is '7.5N' Kg and continue this process till the pellet sample is reduced to '4-5' Kg. The final laboratory sample shall be distributed as per Clause 14.6 for determination of GCV and other technical parameters.

Declaration by Bidder

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, have read the technical specifications for agro residue based biomass pellets, volume- III and declare the following:

- (a) We have read and completely understood the technical specification document and have no reservations to it including amendments/clarifications.
- (b) We have quoted the price in price bid for the agro residue based torrefied and non-torrefied biomass pellets having technical specification as follows:

S.,No	Technical data	Unit	Specified Value range Torrefied pellets	Specified Value range Non Torrefied pellets
1	Base material	-	Agro residue	Agro residue
2	Shape and Size**	mm	In case of cylindrical shape : Diameter : Not more than 35 mm Length : Random, not exceeding 35 mm For other shapes: No dimension should exceed 35 mm.	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	fines ≤ 5%	fines ≤ 5%
4	Gross Calorific Value (ARB*)	Kcal/Kg	(To be quoted by the bidder) (Not less than 3400 Kcal/Kg)	to be quoted by the bidder (Not less than 2800 Kcal/Kg)
5	Moisture(ARB*)	Wt %	Not more than 14%	

- (c) We understand that quantity and price adjustment shall be made for supplying the material deviating from technical specification but within acceptable range as per clause 10 and 11 of technical specification (Volume-III).
- (d) We understand that rejection of consignment shall be made for not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-III).
- (e) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender conditions.
- (f) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Name/ Designation: Name of Company/firm/agency

Signature:

Date:

Place

Annexure-II

Tag for Consignment

(To be tagged along with each consignment on Agency's letter head)

General Details			
1.	Name of company/ Firm /Agency	-	
2.	Address of manufacturing location	-	
3.	Date of dispatch	-	
4.	Batch number	-	
5.	Carriage Vehicle type/ Number	-	
6.	Weight	Kg	Gross weight
			Tare weight
			Material weight
7.	(any other details as applicable)		
8.	(any other details as applicable)		
Technical Details			
1	Dimension of torrefied pellet (in mm) <ul style="list-style-type: none"> • Maximum Diameter (in mm) • Maximum length (in mm) Further, certify that "No dimension exceeds 35 mm"		
2	Name of base materials and its percentage		
3	Mixing material and its percentage		
4	Additive and percentage		
Name/ Designation:			
Signature:		Date :	
Place:			

List of Power Plants and Maximum pellet requirement

Plant	QTY in MT	QTY in TPD	QTY in MT	QTY in TPD
	Torrefied pellets		Non Torrefied pellets	
Dadri	17,37,400	680	-	-
Unchahar	15,84,100	620	9,96,450	390
Tanda	15,33,000	600	15,07,450	590
APCPL-Jhajjar	9,45,350	370	9,19,800	360
Total	57,99,850	2270	34,23,700	1340

Declaration of paddy procurement

(To be submitted before commencement of pellet supply)

Vendor Name and address:**Purchase Order/LoA no:****Purchase Order/LoA date:****Station Name:**

We, the undersigned, have read the clause ____ of technical specifications and confirm that minimum 50 % rice paddy/ straw/ stubble has been procured as raw material for Biomass pellets for supply to _____ station.

Quantity of rice paddy/ straw/ stubble procured for above mentioned PO/LoA is mentioned below:

S.No	Procured from (location)	State	Unit	Quantity of Rice paddy, Straw/stubble
1			Tons	

- (a) I certify that the above information given by me is true.
 (b) In case the information furnished by me is found false, contract can be terminated for providing false information.

Name/ Designation of the vendor representative:**Signature:****Date:****Place:****Certification by nominated authority**

We, the undersigned, confirm that mentioned above quantity of Rice paddy/ straw/ stubble has been procured by the vendor for manufacturing of Biomass pellets for above mentioned PO/ LoA no.

Name/ Designation of the nominated authority:

Signature:

Date:

Place