

**NTPC Limited**  
**(A Government of India Enterprise)**  
**EOC Noida Office**  
**NOTICE INVITING TENDER (NIT)**  
**FOR**

**Renovation works for construction of cabins with attached toilets for senior officials at NTPC  
EOC, Noida.**  
**[Domestic Competitive Bidding]**

**NIT No:**

**Date: 25/10/2023**

**1.0** NTPC invites on-line bids from eligible Bidders for aforesaid package, as per the scope of work briefly mentioned herein after:

**2.0 Brief Details**

NIT No.	9900267002
NIT Date	25/10/2023, 14:00 Hrs (IST)
Tender ID	2023_NTPC_80794
Tender Reference	NTPC/EOC/ 9900267002
Document Sale Commencement Date & Time	25/10/2023, 18:30 Hrs (IST)
Source of NIT	Delhi & Noida Office (HR-Contract)
Contract Classification	Work Contract
Last Date and Time for Bid submission	09/11/2023, 14:00 Hrs (IST)
Technical Bid Opening Date & Time	10/11/2023, 14:30 Hrs (IST)
Price Bid Opening Date & Time	To be intimated later
Cost of Bidding Documents in INR	900/-
EMD / Bid Security in INR	1,00,000/-
Pre-Bid Conference Date & Time (if any)	Not Applicable
Reverse Auction	Not Applicable

**3.0** The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the NTPC tender website <https://eprocurentpc.nic.in>.

The Bidder would be required to register in the website. First time users are required to register themselves on NTPC tender website after filling up the required details. Users whose email address has not been linked to a vendor code allotted by NTPC/ first time users not allotted any vendor code by NTPC, should send a copy of the registration details to the e-mail address specified in this NIT under Address for Communication with following details at least three working days prior to Technical Opening Date:

- i. Request on the letter head of the Company
- ii. Copy of GST Registration
- iii. Copy of PAN no.

- iv. Email ID and Contact No.
- v. Name and Designation of the contact person
- vi. Cancelled cheque & EFT form duly verified by bank.

Note: Format of EFT (Electronic Fund Transfer) is attached along with bidding documents

**4.0 Brief Scope of Work and other Specific details:**

Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.

**5.0 Downloading / Issuance of bidding documents to any bidder shall not construe that bidder is considered qualified.**

**6.0** 'Class-I local suppliers' and '~~Class-II 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.

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

**7.0 Qualifying Requirements for Bidders:**

**7.1** The bidder should have executed Civil construction / Civil Renovation works in any institutions / organizations in India during the preceding Seven (7) years prior to the date of techno-commercial bid opening.

**7.2** The bidder should have executed work (as defined above at Sl. No. 7.1) in the preceding seven (7) years in India prior to the date of techno-commercial bid opening and having contract value of any one of the following:

- a) One executed work having executed value not less than **Rs. 71.28 Lakh**  
OR
- b) Two executed each work having executed value not less than **Rs. 44.55 Lakh**  
OR
- c) Three executed each work having executed value not less than **Rs. 35.64 Lakh**

Note-1: The work "executed" means the bidder should have achieved the criteria specified in the QR, even if the total contract is not completed / closed.

Note-2 : In case of contracts under execution prior to the date of techno-commercial bid opening, the value of work completed till the date of bid opening will be considered provided the value of executed work is certified by the employer.

**7.3** The average annual turnover of the bidder, in the preceding three (3) financial years as on the date of techno-commercial bid opening shall not be less than **Rs. 89.09 Lakh**

Note:

(a) While computing the turnover other income shall not be considered.

(b) In cases where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.

Further a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

**8.0** NTPC reserves the right to reject any or all bids or cancel / withdraw the Notice Inviting Tender [NIT] 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.

**9.0** Address for Communication:

AGM (HR-C&P) NTPC LTD., 1st Floor, EOC, Plot No. A-8A, Sector 24, NOIDA (UP), India-201 301. Phone: 0120 - 2410561, 0120-4946188, Email: skjambhale@ntpc.co.in.	DGM (HR-C&P) NTPC LTD., 1st Floor, EOC, Plot No. A-8A, Sector 24, NOIDA (UP), India-201 301, Phone: 0120- 4946197 Email: skjain04@ntpc.co.in
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पैकेज का नाम/  
PACKAGE NAME:

Renovation works for construction of cabins with  
attached toilets for senior officials at NTPC EOC, Noida

निविदा संदर्भ सं.01/मा.सं./नोएडा/संविदा/सी- 3542

Tender Ref No. 01/HR/Noida/Cont/ C-3542



एनटीपीसी लिमिटेड/ NTPC LIMITED

मा.सं.-संविदा एवं क्रय/ HR-CONTRACTS & PROCUREMENT

केंद्रीय कार्यालय/ CORPORATE CENTRE

प्रथम तल इंजीनियरिंग कार्यालय परिसर/ 1<sup>ST</sup> FLOOR ENGINEERING OFFICE  
COMPLEX,

प्लॉट नं. ए-8ए, सेक्टर-24, नोएडा-२०१३०१ (यूपी) इंडिया

PLOT NO: A-8A, SECTOR- 24, NOIDA -201301 (UP) INDIA

**NTPC Limited**  
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Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

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<b>विशेष संविदा शर्तें(एस सी सी)</b> <b>SPECIAL CONDITIONS OF CONTRACT</b>	
1.	The following provisions for the Package shall amend and/or supplement the provisions elsewhere in the bid documents either in the Instructions to Bidders (ITB) or Salient General Terms & Conditions (GTC) or General Conditions of Contract (GCC) for civil works or Technical Specifications and Scope of Work. Whenever there is a conflict, the provisions herein shall prevail over those mentioned elsewhere in the bid documents.
2.	<b>निविदा प्रकार/ BIDDING TYPE</b>
3.	<b>लागत और मुद्रा/ COST &amp; CURRENCY</b>
4.	<b>मूल्य/ PRICES</b>
5.	<b>निविदा वैधता/ BID VALIDITY</b>
6.	<b>ई एम डी/ निविदा सिक्क्योरिटी/ EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>

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		<p>be on behalf of all the partners of the Joint Venture.</p> <p>4) <b>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG/ Insurance Surety Bond) in a separate sealed envelope shall be rejected by the Employer as being non-responsive and shall not be opened.</b></p> <p>5) BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>6) Subject to clause 9.0 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.</p> <p>7) The EMD/ Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities pursuant to relevant clauses of GTC/ SCC.</p> <p>8) The Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction.</p> <p>c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;</p> <p>d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.</p> <p>e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>(f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).</p> <p>9) A BG issued by a Bank outside India needs to be submitted by the Bidder directly to the employer as defined in BDS. The BG also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p>
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		<p>10) A soft copy of the BG is mandatorily required to be mailed to <b>Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.</b></p> <p>11) All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>12) (A) In case of Bidders opting for Bank Guarantee (only for above 1.0 Lakh) as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para (B) below:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&amp;M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -</p> <p>(a) The scanned copy of the BG.</p> <p>(b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.</p> <p>(c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-6(B).</p> <p>SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents.</p> <p>(ii) Bidders shall also be required to upload the scanned copy of the BG on e-tendering portal.</p> <p>(B)The bidder shall be required to submit all the documents in the manner as specified at para (A) above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened. In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p> <p>13) Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.</p> <p><b>Note: However, any form of instrument permitted in GeM portal shall be considered towards Bid Security.</b></p> <p><b>The categories exempted from EMD submission by GeM GTC shall also entertained for EMD exemption for this proposal.</b></p> <p><b>In case BG against EMD, Bidder shall submit the original BG to EOC Noida in HR C&amp;P (1<sup>st</sup> Floor).</b></p>
6.1	<b>बीजी की पुष्टि / CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) / SWIFT</b>	<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 herein below:</p> <p>(i) <b>Bank Name: ICICI Bank Limited</b></p> <p>(ii) <b>Branch: CONNAUGHT PLACE BRANCH</b></p> <p>(iii) <b>Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</b></p> <p>(iv) <b>IFSC Code: ICIC0000007</b></p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p>

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		7037: NTPCBG (unique identifier) <b>The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (*Form no./Annexure no.-15) in the bidding documents.</b>
7.	क्वू आर दस्तावेज/ QR DOCUMENTS	Bidders are required to submit the document for meeting all the Qualifying Requirement as stipulated in the Bidding documents at Clause 7.0 [Detailed NIT]. It may please be further noted that the QR documents required for establishing the credentials must be enclosed with the Bid.
8.	मूल्यांकन मापदंड/ EVALUATION CRITERIA	<b>Only Class-I and Class-II Local Suppliers are eligible to Bid, Bids received other than Class – I Supplier shall be Outrightly rejected.</b> <b>Evaluation of the bid shall be carried out as referred herein under.</b> <ul style="list-style-type: none"> <li>• <u>Evaluation shall be done on overall basis (i.e., Total prices arrived for bid price schedule) Inclusive of taxes, duties and discounts.</u></li> <li>• BID Price shall mean the total package price of all items listed in the BID PRICE SCHEDULE for its complete scope of services.</li> <li>• TOTAL COST arrived in bid price schedule after arithmetical corrections including Taxes &amp; Duties, will be considered for the purpose of evaluation.</li> <li>• The evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation for the respective bid price schedule.</li> <li>• For purchase preference / order preference / eligibility, MSE guidelines mentioned at Clause 2.1 of GTC read in conjunction with “Preference to Make in India and eligibility for participation / granting of purchase preference to class-I local suppliers” as mentioned at Clause 19 of SCC shall also be applicable.</li> </ul> <p>The evaluation criteria over-rides all other similar related clauses appearing anywhere in the bid documents, and such clauses are deemed to have been modified to the extent stipulated above.</p>
9.	संविदा अवधि/ CONTRACT PERIOD	The period of contract is 06 (Six) months. The work is to be started as per the instruction of Engineer-In-charge.
10.	इं. जी. प्रभारी/ ENGG.-IN-CHARGE:	DGM (HR-O&M) or his authorized representative shall act as Engineer-In-Charge for this contract.
11.	विलम्ब हेतु प्रतिपूर्ति/ COMPENSATION FOR DELAY	Liquidated damages for delays attributable to Contractor shall be applicable and the same shall be deducted as per the provisions of General Conditions of Contract (GCC) for civil works.
12.	प्रतिभूति जमा/ SECURITY DEPOSIT	Security Deposit shall be applicable as per Volume-I Section II –Salient General Terms & Conditions (GTC).
13.1	कर व शुल्क/ TAXES & DUTIES	Taxes and Duties shall be applicable as per Clause 51.0 of GTC
13.2	रिवर्स नीलामी नियम/ REVERSE AUCTION RULES	Not Applicable.
14.	क्वांटिटी वैरिऐशन/ QUANTITY	This being a Work Contract , quantities mentioned in BOQ are tentative/notional and in no way bind the employer to get specified quantities executed during the contract
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	VARIATION	period. The quoted rates during the currency of the contract shall be firm for the quantity variation limits provided in the contract i.e. For individual BOQ item(s) / sub-item(s) of work, there shall be no limit on the extent of deviations / variations over the original value / quantity of the individual items. However, the overall variation in contract price shall be limited to 20%.
15.	अनुपालन प्रमाणपत्र/ CERTIFICATE OF COMPLIANCE	a) Bidders are not allowed to deviate from any of the conditions specified in Bidding Document. Bidder may further note that the Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) needs to be given as per Annexure 02. In the absence of this acceptance, the bid shall liable be rejected.  Bidders may note that any deviations, variations and additional conditions found anywhere in the bid (Techno-Commercial Bid & Price Bid) save those pertaining to any rebates/discounts shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, anywhere in the bid, failing which the EMD / Bid Security of the Bidder be forfeited bid shall be rejected.
16.	सभी वैधानिक श्रम कानून के अनुपालन हेतु क्षतिपूर्ति बांड/ INDEMNITY BOND FOR COMPLIANCE OF ALL STATUTORY LABOUR LAWS	In lieu of Clause No. 6.1 and 6.2 of the GTC, bidder/Consultant is required to execute an indemnity bond in favor of NTPC LIMITED to bear the liability in case there is any instance of non-compliance of applicable laws. Performa for Indemnity Bond to be executed by vendor/Consultant on Non-judicial stamp paper of Rs. 100/- shall be as per Annexure-14 and to be submitted in envelope 1 marked as "Indemnity Bond" / offline or online under TECHNICAL Cover. In case the indemnity bond is not submitted by the bidder in lieu of Clause No. 6.1 and 6.2 of the GTC (For those bidders not registered with PF and ESIC) then their price bid shall not be opened and their price bid shall be returned without being opened.
17.	निविदा प्रस्ताव का प्रस्तुतीकरण/ SUBMISSION OF BID PROPOSAL	Bid shall be submitted through e-tender mode on <b>GePNIC portal</b> in the manner specified elsewhere in bidding document. The Documents shall be uploaded in the format as stipulated in the tender.  No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
18.	ऑनलाइन निविदाओं पर हस्ताक्षर/ SIGNING OF ON LINE BIDS	The on-line bid is to be digitally signed using a valid Class III digital certificate (in the name of designated individual with Organization name) 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, failing which the bid shall be rejected.
19.	मेक इन इंडिया प्रेफरेंस और क्लास-1 लोकल सप्लायर्स को खरीद प्रेफरेंस देने / पार्टिसिपेशन की एलिजिबिलिटी / PREFERENCE TO MAKE IN INDIA AND ELIGIBILITY FOR PARTICIPATION / GRANTING OF PURCHASE PREFERENCE TO CLASS-1 LOCAL SUPPLIERS:	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:
19.1	DEFINITIONS	'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.

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		<p><b>'Class-I local supplier'</b> means a supplier or service provider. whose goods, services or works offered for procurement, meets the minimum local content as prescribed.</p> <p><b>'Class-II local supplier'</b> means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class- II local supplier' but less than that prescribed for 'Class-I local supplier'.</p> <p><b>'Non-Local supplier'</b> means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.</p>
		<p><b>'L1'</b> 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.</p>
		<p><b>'Margin of purchase preference'</b> means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.</p>
		<p><b>Fraud prevention policy</b> - shall mean the policy related to prevention of fraud displayed on NTPC tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a>.</p>
		<p><b>Policy &amp; Procedure for Withholding &amp; Banning of Business Dealings</b> - shall mean the policy related to Withholding &amp; Banning of Business Dealings forming part of Bidding Document.</p>
19.2	Eligibility for participation	Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non-Local Supplier shall be out rightly rejected.
19.3	<b>Purchase Preference</b>	
19.3.1	Margin of Purchase Preference	The margin of purchase preference shall be 20%.
19.3.2	<p><b>Purchase preference shall be given to 'Class-I local suppliers' as specified hereunder:</b>  <b>In case of tenders, where preference to MSE is applicable and where splitting of quantity is not possible and the same is specified in bidding documents:</b>  The following procedure shall be followed:</p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• If L1 bid is from an MSE, the contract will be awarded to L1.</li> <li>• If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.</li> <li>• In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a Class-I local supplier.</li> <li>• If L1 Bid is neither from a Class-I local supplier nor from MSEs, the lowest evaluated bidder among the Class-I local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to Class-I local suppliers evaluated bid price falling within the margin of purchase preference (i.e., 20%) and the contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case</li> </ul>	
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		none of the Class-I local suppliers within the margin of purchase preference (i.e., 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
19.4	<b>Minimum Local Content</b>	<b>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%.</b>
19.5	<b>Verification of Local Content:</b>	<ol style="list-style-type: none"> <li>1) The 'Class-I local supplier/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid. self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier/ Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.</li> <li>2) In case the total bid price of the supplier / bidder is in excess of INR 10 crore. the Class-I local supplier/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment. In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.</li> <li>3) False declarations will be dealt in line with the Fraud Prevention Policy and Policy &amp; Procedure for Withholding and Banning of Business Dealings of NTPC.</li> <li>4) 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.</li> <li>5) A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' / 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.</li> </ol>
19.6	<b>Local Sourcing</b>	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.
20.	<b>एम एस ई लाभ की ऐप्लिकबिलिटी / Applicability of MSE Benefits</b>	<b>The MSE benefits as per Clause No 2.1 of GTC is not applicable for this package as this is a works contract.</b> In order to encourage MSE vendors as per Policy of GOI for giving preference to MSEs, preference to MSE vendors shall be given first and then Class-I local suppliers shall be invited to match the L1 price.
21.	<b>ब्याज या क्षति के लिए कोई क्लेम नहीं / NO CLAIM FOR INTEREST OR DAMAGE</b>	1. <b>Interest on money due to the Contractor:</b> Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Owner to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his
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		<p>account be due to him.</p> <p>2. <b>No claim for interest or damage:</b> No claim for interest or damage will be entertained or be payable by the Owner in respect of any amount or balance which may be lying with the Owner 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 Owner 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>																																																
<b>22.</b>	<b>संविदा समापन प्रक्रिया / PROCEDURE FOR CONTRACT CLOSING</b>																																																	
<b>22.1</b>	The closing of the contract shall be effected after the warranty period/Defect Liability Period is successfully completed and the CPG of the Contractor is returned/ discharged.																																																	
<b>22.2</b>	The following thirteen (13) certificates, as per the NTPC proforma, shall be issued by the 'concerned departments of NTPC'/ 'Contractor', as applicable, and <b>submitted to the concerned authority designated in NTPC</b> for closing of Contracts:																																																	
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<b>CCP-09A</b>	Reconciliation Certificate for Payments by Site: Foreign Contractor	Site Finance	
<b>CCP-09B</b>	Reconciliation Certificate for Payments by Corporate Finance: Foreign Contractor	Corporate Finance (IF Deptt.)	
<b>CCP-09C</b>	"Customs Reconciliation" Certificate: Foreign Contractor	Transportation and Customs Clearance (T&CC) office	
<b>CCP-10</b>	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor	
<b>CCP-11</b>	"No Demand Certificate" by Contractor	Contractor	
<b>CCP-12</b>	Certificate for Completion of Warranty Period	Site Erection/ O&M*	
<b>CCP-13</b>	Certificate for Return of BGs/ Indemnity Bonds etc.	Site Finance/Corporate Finance	

**Engineer-in-Charge (EIC) shall be responsible for coordinating of Contract Closing activities.**

<b>22.3</b>	<p>Both the Contractor and the Owner will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 22.2 above.</p> <p>It shall be the responsibility of the contractor to submit the drawings along with the reproducible, QA documents, O&amp;M Manuals, List of Spares, As Built drawings, deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.</p> <p>The Owner shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Owner will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.</p>
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**23 (a) General Condition of Contract (GCC) for Civil Works shall be integral part of this tender documents (Attached herewith)**

<b>23 (b)</b>	<b>संपर्क अधिकारी का पता/ CONTACT PERSONS ADDRESS</b>	The bid proposal should be addressed to:	
		AGM (HR-C&P) NTPC LTD., 1 <sup>ST</sup> FLOOR, EOC, Plot No. A-8A, Sector 24 NOIDA (UP), India-201 301.	Manager (HR-C&P) NTPC LTD, 1 <sup>ST</sup> FLOOR, EOC, Plot No. A-8A, Sector 24, NOIDA (UP), India-201 301.
	<b>टेलीफोन/ TELEPHONE</b>	0120 - 2410561, 0120-4946188	0120- 49466197
	<b>ई-मेल/ EMAIL</b>	skjambhale@ntpc.co.in	Skjain04@ntpc.co.in

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## SALIENT GENERAL TERMS & CONDITIONS (GTC)

1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as 'the Owner', intends to engage an agency for Scope of Work as detailed in the Bid Documents.	
2.0	सामान्य सूचना/ General Information	The prospective Bidders are invited to submit a "Technical & Commercial Proposal" and "Price proposal" for the package. Methodology for submission of proposal has been detailed hereunder in this document.
2.1	एमएसई के लाभ/ Benefits to MSEs	<p>As per the relevant clauses of PPP 2012, Micro and Small Enterprises (MSEs) are eligible for various benefits in procurement of Goods and Services by Government entities/ Public Sector Enterprises, which are as under:</p> <p><b>2.2 Procurements where MSE benefits are applicable</b></p> <p>2.2.1 Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:</p> <p>2.2.2 The applicability of simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively shall be as per the following methodology:</p> <p><b>2.2.2.1 Procurement of Goods and / or Services or Works specified at para 2.1:</b></p> <p><b>(i) In case of tenders which are non-divisible and the same is specified in bidding documents:</b></p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• <b>If L1 is "MSE Class-I local supplier"</b>, the contract will be awarded to L1.</li> <li>• <b>If L1 is "Non-MSE but Class-I local supplier"</b></li> <li>• The lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.</li> </ul> <p>In case none of the MSEs within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.</p> <p><b>(ii) In case of tenders which are divisible and the same is specified in bidding documents:</b></p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• <b>If L1 is "MSE Class-I local supplier"</b>, the contract will be awarded to L1.</li> <li>• <b>Category Terminology</b></li> </ul> <p>Supplier is both MSE &amp; Class-I local supplier "MSE Class-I local supplier"  Supplier is MSE but not Class-I local supplier "MSE but non-Class-I local supplier"  Supplier is not MSE but is Class-I local supplier.  "Non-MSE but Class-I local supplier" Supplier is neither MSE nor Class-I local supplier  "Non-MSE non-Class-I local supplier"</p> <ul style="list-style-type: none"> <li>• <b>If L1 is "Non-MSE but Class-I local supplier"</b></li> <li>• All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to</li> </ul>
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		<p>match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.</p> <ul style="list-style-type: none"> <li>• Balance quantity is to be ordered on the L1 bidder.</li> </ul> <p><b>2.2.2.2 Procurement of Items reserved exclusively for procurement from MSEs as per PPP-MSE Order (presently 358 items are reserved for exclusive purchase from MSE sector. This list of items is being published by Ministry of Micro Small and Medium Enterprises and may be revised from time to time by the Ministry):</b></p> <p><b>(i) In case of tenders which are non-divisible and the same is specified in bidding documents:</b></p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• <b>If L1 is "MSE Class-I local supplier",</b> the contract will be awarded to L1.</li> <li>• <b>If L1 is " MSE but non-Class-I local supplier"</b></li> <li>• The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.</li> <li>• In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.</li> <li>• In case none of the Class-I local suppliers within the margin of twenty (20%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.</li> </ul> <p><b>(ii) In case of tenders which are divisible &amp; condition pertaining to splitting of quantity is specified in tender documents:</b></p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• <b>If L1 is "MSE Class-I local supplier",</b> the contract will be awarded to L1.</li> <li>• <b>If L1 is " MSE but non-Class-I local supplier"</b></li> <li>• The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.</li> <li>• In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity (i.e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.</li> <li>• Balance quantity is to be ordered on the L1 bidder.</li> </ul> <p><b>2.2.2.3 Procurement of Goods and / or Services or Works / Packages specified at para 2.2</b></p>
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		<p>evaluated bid (L1) price, the “NonMSE but Class-I local supplier” with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the "MSE Class-I local suppliers" or “MSE but non- Class-I local supplier” or “Non-MSE but Class-I local supplier” within the margin of purchase preference, as mentioned above, matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.</p> <p><b>(ii) In case of tenders which are divisible and the same is specified in tender documents:</b></p> <ul style="list-style-type: none"> <li>• Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.</li> <li>• <b>If L1 is an “MSE Class-I local supplier”</b>, the contract will be awarded to L1.</li> <li>• <b>If L1 is a “Non-MSE but Class-I local supplier”</b></li> <li>• All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.</li> <li>• Balance quantity is to be ordered on the L1 bidder.</li> <li>• <b>If L1 is an “MSE but non-Class-I local supplier”</b></li> <li>• The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the 50% of the tendered quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.</li> <li>• In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity (i. e. up to the ceiling of 50% of the tendered quantity) and so on, and contract shall be awarded accordingly.</li> <li>• Balance quantity is to be ordered on the L1 bidder.</li> <li>• <b>If L1 is a “Non-MSE non-Class-I local supplier”</b></li> <li>• All qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.</li> <li>• Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for 50% of the remaining quantity [ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier</li> </ul>
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		<p>subject to matching the lowest evaluated bid (L1) price.</p> <ul style="list-style-type: none"> <li>In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.</li> <li>Balance quantity is to be ordered on the L1 bidder.</li> </ul> <p><b>2.2.2.4 Procurement of Goods and / or Services or Works / Packages</b>  <b>Specified list of items circulated vide external circulars 221 &amp; 222 and other such lists circulated from time to time in future (Items for which Relaxation in Minimum local content requirement has been granted by MoP)</b>  Methodology of purchase preference as specified in para 4.2.2.3 above will be applicable.</p> <p><b>2.2.2.5 Procurement of Items reserved for both MSEs and Class-I local suppliers</b>  These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.</p> <p><b>2.2.2.6 "Class-II local supplier" will not get purchase preference in any procurement.</b></p> <p><b>2.2.2.7</b> For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>In case of procurement of Goods/Services/Works, other than System/Turnkey Packages, it shall be clearly specified by the Indenter in the Purchase Requisition/ Specifications whether the Contract is divisible/quantities can be split or not. C&amp;M coordinator shall check the same prior to issuance of tender and specify the same in the Bidding documents.</li> <li>In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.</li> <li>In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.</li> </ul> <ul style="list-style-type: none"> <li>Issue of tender documents free of cost</li> <li>Exemption from payment of Earnest Money Deposit (EMD)</li> <li>Participating MSEs in a tender, quoting prices within the price band of L1+15% shall be allowed to supply a portion up to 25% (in cases where splitting of quantity is possible) of requirement by matching their prices to L1 price wherever L1 is non- MSE bidder. In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity). Further, as approved by Board of NTPC, in case of tender item is non-splittable / non-dividable, MSE quoting price within price band of L1+15% shall be awarded full / complete quantity by matching their prices to L1 price where L1 is non-MSE.</li> </ul>
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		<p><b><u>Applicability of MSE Benefits</u></b></p> <p>a) The applicability of MSE benefits for a particular tender/package shall be clearly specified in the Bidding documents (NIT and ITB/BDS). Package coordinator shall take specific approval for applicability of MSE benefits for the package during bid documents finalization and shall incorporate the relevant provisions in bidding documents appropriately.</p> <p>b) Benefits under PPP 2012 for MSEs as elaborated above are applicable only for (a) Goods produced and (b) Services provided by MSEs. In this regard, OM dated 9.11.2016 and its subsequent amendment/clarifications issued by MSME from time to time regarding definition of Goods and Services may be referred. <b>MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.</b></p> <p>c) Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change</p> <p><b><u>Opening of Bids</u></b></p> <p>a) During the time of bid opening, techno commercial offers of all bidders shall be opened who have submitted either 'EMD and Tender Fee (if applicable)' or 'Udyam Registration Certificate' in lieu of availing 'EMD &amp; tender fee' exemption along with other documents required as per bidding documents.</p> <p>In case of MSEs availing 'EMD and tender fee' exemption based on 'Udyam Registration Certificate' and undertaking as elaborated below in para c) submitted by them, it will be deemed that MSE benefits (for EMD and tender fee) have been extended provisionally and detailed scrutiny/evaluation of documents submitted by MSEs for availing 'EMD and tender fee' benefit shall be done during evaluation after opening of techno-commercial bids.</p> <p>b) However, in case of composite bidding, certificates/documents submitted by MSEs shall be checked/evaluated prior to opening of bids while extending 'EMD and tender fee' benefits.</p> <p>c) MSE bidder will furnish an Undertaking along with the Bid as under:</p> <p>i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits, bidder shall confirm that some or all of the items offered/quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p><b>Format for declaration / undertaking by bidder enclosed at Bid Form 3A of Vol I</b></p>
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		<p><b>Section IV Standard Formats and Annexure. This declaration / undertaking should be submitted in the relevant Attachment of Techno-Commercial Bid.</b></p> <p>ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a pre requisite for extending MSE benefits of purchase preference.</p> <p>In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference, but is a manufacturer of atleast one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated / treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p><b>Format for declaration / undertaking by bidder enclosed at Bid Form 3B of Vol I Section IV Standard Formats and Annexure. This declaration / undertaking should be submitted in the relevant Attachment of Techno-Commercial Bid.</b></p> <p><b><u>Treatment of MSEs during Evaluation of Bids – Supply of Goods Tenders/ Packages</u></b></p> <p>i) WHERE ITEM WISE EVALUATION IS APPLICABLE</p> <p>Purchase preference to eligible MSE will be given only for the item(s) quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and If it is found that none of the items offered/quoted by the MSE bidder is / are manufactured by them, then bid of such bidder shall be rejected.</p> <p>However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder.</p> <p>ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE</p> <p>a) Purchase preference to eligible MSE will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary pre requisite for getting purchase preference as specified in bidding documents.</p> <p>b) MSE benefits will be extended only to such Bidders who are manufacturer of the item(s) which is / are a pre requisite for extending MSE benefits. List/Details of such items shall be provided in the Bidding documents.</p> <p>c) If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and it is found that the MSE bidder is not a manufacturer of any of the item(s) of the package, then bid of such bidder shall be rejected. However, in case MSE Bidder is a manufacturer of any / some of the item(s), of the package, then its bid shall be evaluated as "Non MSE" bidder.</p> <p>Purchase preference will be given for entire package provided the bidder is manufacturer of such item(s) which is necessary pre requisite as specified in bidding documents.</p> <p><b><u>Treatment of MSEs during Evaluation of Bids – Service Contracts Tenders /</u></b></p>
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		<p><b>Packages</b></p> <p>In case of Service Contracts, the benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p> <p><b>However, the applicability of MSE Benefits for this package shall be as specified in Special Conditions of Contracts (SCC).</b></p> <p><b>Note:</b> Generally, in tenders having Item wise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Package wise evaluation generally splitting is not allowed. <b>Please refer Special Conditions of Contract for specific tender provisions.</b></p> <p><b>MSE benefits shall not be entertained for this package as this is a works contract.</b></p>
3.0	परिभाषाएँ/ DEFINITIONS	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p><b>“Applicable Law”</b> - 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 Gautambudh Nagar, UP, India.</p> <p><b>“Contract”</b> means the Contract signed by the parties, to which these Salient General Terms &amp; Conditions (GTC) are attached together with all the documents listed in such signed Contract.</p> <p><b>“Contract Price”</b> 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><b>“Government”</b> means the Government of the Owner’s country ie INDIA.</p> <p><b>“Local Currency”</b> means the currency of the Government of India.</p> <p><b>“Party”</b> means the Owner or the Bidder, as the case may be, and “Parties” means both of them.</p> <p><b>“Personnel”</b> means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p><b>“Services”</b> means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference;</p> <p><b>“Contractor”</b> means the bidder whose bid will be accepted by the owner for the award of the works and shall include such successful Bidder’s legal representatives, successors and permitted assigns, and</p> <p><b>“Engineer”</b> mean the officer appointed in writing by NTPC to act as Engineer-in-charge (EIC) from time to time for the purpose of the Contract.</p> <p><b>Law Governing the Contract:</b> This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p><b>Language:</b> English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p> <p><b>“Goods and Services Tax” or “GST”</b> means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).</p>

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4.0	निविदा दस्तावेजों का हस्तांतरण/ TRANSFER OF BID DOCUMENTS	Transfer of Bidding documents purchased/ downloaded by one intending bidder to another is not permissible.
5.1	निविदा प्रस्ताव की तैयारी/ PREPARATION OF BID PROPOSALS	a) Proposals shall be complete in all respect and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the persons who sign the proposals. b) For preparation of Proposals, Bidders are expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
5.2	निविदा प्रक्रिया पर खर्च/ COST OF BIDDING	The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
5.3	कार्यस्थल का मुआइना/ SITE VISIT	The bidders are advised in their own interest to visit the site/office and ascertain the conditions and quantum of work before quoting.
5.4	निविदा की भाषा/ LANGUAGE OF BID	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. 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 which case, for purposes of interpretation of the Bid, such translation shall govern.
6.1	<b>पीएफ नं./ PF NUMBER</b>	<b>The bidder should have separate PF code no. allotted by the concerned RPFC under EPF scheme 1952. A copy of the registration certificate should be submitted with the Bid.</b>
6.2	<b>ईएसआई पंजीकरण/ ESI REGISTRATION</b>	<b>The bidder should be registered with ESI to cover his employees under the ESI Act. A copy of the registration certificate should be submitted with the Bid.</b>
6.3	<b>पैन नं./ PAN NUMBER</b>	<b>The bidder should have PAN no. A copy of the registration certificate should be submitted with the Bid.</b>
6.4	<b>जीएसटी नं./ GST NUMBER</b>	<b>The bidder should be registered with GSTN, if applicable. A copy of the registration certificate should be submitted with the Bid.</b>
7.0	प्रथमता क्रम/ ORDER OF PRECEDENCE	All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.  In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be the order in which the Contract Documents are listed below: (a) Contract Agreement and the Appendices thereto (b) Letter of Award (c) Special Conditions of Contract (d) Technical Specifications (e) Salient General Terms & Conditions (f) Bid Price Schedules submitted by the Contractor
8.0	ऑफर की वैधता/ VALIDITY OF OFFER	The proposals shall remain valid for a period of 120 days from the date of opening of BID. In exceptional circumstances, Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in
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		writing by post, or e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.
8.1	सिवेरबिलिटी/ 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.
9.0	ईएमडी जब्ती शर्तें/ CONDITIONS FOR FORFEITURE OF EMD	<p>The Earnest Money Deposit/Bid Security shall be forfeited in any of the following circumstances by the Owner without any notice of proof of damage to the Owner, etc.</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity.</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to clause 27 of GTC.</p> <p>c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;</p> <p>d) In the case of successful Bidder, if the Bidder fails, within the time limit specified in the Bidding document to furnish the required Security deposit / Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA.</p> <p>e) If the bidder/his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>f) In case the Bidder/Contractor is disqualified from the bidding process in terms of Section 3 and 4 of the Integrity pact, if applicable.</p>
10.0	ईएमडी रिलीज/ RELEASE OF EMD	<p>a) In case of Single Stage Single Envelope bidding process, the EMD/ Bid security 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>b) 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>c) 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 concerned executive.</p> <p>d) The Earnest Money Deposit/ Bid security 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.</p> <p>e) No interest shall be payable to the Contractor against the bid security amount.</p>
11.0	क्वू आर दस्तावेज/ DOCUMENTS FOR QUALIFYING REQUIREMENTS	<p>The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements stipulated in the detailed Notice Inviting Tender (NIT), and Special Conditions of Contract (SCC) and summarize details in relevant Annexure.</p> <p><i>Notwithstanding anything stated above, the Owner reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Owner.</i></p> <p><i>The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Owner. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event Owner will not open the Price Bid of the concerned bidder.</i></p>

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		<i>The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in NIT &amp; Special Conditions of Contract.</i>
12.0	तकनीकी प्रस्ताव/ TECHNICAL PROPOSAL	<p>a) 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>b) Apart from the technical requirements as stipulated in the bid 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>
13.0	मूल्य प्रस्ताव/ PRICE PROPOSAL	<p>a) For preparation of the 'Price Proposal', Bidders are expected to take into account the requirements and conditions of the bidding documents. Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p> <p>b) 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 &amp; condition of the bidding document.</p> <p>c) All prices to be quoted by the Bidders will be in Indian Rupees only on firm price basis and to remain valid during the currency of the Contract, unless otherwise mentioned in the Special Conditions of Contract (SCC).</p>
14.0	निविदा जमा करने की समयसीमा/ DEADLINE FOR SUBMISSION OF BIDS	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ online Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Owner at the address given in the Special Conditions of Contracts before the last date &amp; Time for submission of Bid as specified in the NIT / Tender. Owner 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 owner will be final for the purpose of acceptance.</p> <p>Owner may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.</p>
15.0	निविदा संशोधन / वापसी / BID MODIFICATION / WITHDRAWAL	<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 resubmitted.</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, pursuant to Clause 9.2 above.</p> <p>No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in bidder being ineligible for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the bid.</p>

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16.0	निविदा खुलना/ BID OPENING	
17.1	तकनीकी- वाणिज्यिक निविदा खुलना/ TECHNO- COMMERCIAL BID OPENING	<p>The Committee shall 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, the bids shall be opened at the appointed time on the next working day.</p> <p>The envelope containing Earnest Money Deposit/ Bid Security and/or Tender Fee received online/offline (except in those cases where EMD, Tender Fee is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit / Bid Security and/or Tender Fee received, Owner shall allow only those online bids to be opened whose Earnest Money Deposit / Bid Security and/or Tender Fee (if applicable) have been received in NTPC and are adequate and acceptable as per conditions of the bid document. Acceptance of Letter of Undertaking, Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate), Fraud Prevention Policy, Banning Policy &amp; any other document specified in SCC to be submitted along with EMD shall also be opened.</p> <p>In case requisite Earnest Money Deposit / Bid Security and/or Tender Fee, Acceptance of Letter of Undertaking, Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate), Fraud Prevention Policy, Banning Policy etc. are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p>
17.2	मूल्य निविदा खुलना/ PRICE BID OPENING	<p>After the evaluation process of Techno-Commercial bid is completed, Owner will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. The price bid shall be opened depending upon the type of Bidding as specified in the Special Conditions of Contracts (SCC).</p> <p>a) In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT.</p> <p>b) In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically &amp; commercially responsive shall be opened at a later date under intimation to such bidders. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents, shall also be informed in writing and their Price bid will be rejected and shall not be opened.</p> <p>c) In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically &amp; 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.</p>
18.0	निविदा स्पष्टीकरण/ CLARIFICATION OF BIDS	<p>During evaluation, the Owner may, at its discretion, ask any Bidder for a clarification of its Bid including documentary evidence. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.</p>
19.0	तकनीकी- वाणिज्यिक निविदा का प्रारंभिक परीक्षण PRELIMINARY EXAMINATION OF TECHNO- COMMERCIAL	<p>Owner will examine the bids to determine whether they are complete, whether required bid security 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 Owner 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>
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	BIDS	<p>A material deviation, objection, conditionality or reservation is</p> <p>(i) that effects in any substantial way the scope quality or performance of the contract.</p> <p>(ii) that limits in any substantial way inconsistent with the bidding document the Owners right or the successful bidders obligation under the contract or</p> <p>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</p> <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
20.0	अर्हता / QUALIFICATION	<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. 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>Owner 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 Owner deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, Owner 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 Owner. Owner will shortlist the Bidders meeting the stipulated Qualifying Requirements.</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>The capabilities of the vendors to be used by the lowest evaluated Bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the bid price, prior to award. 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. Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected. 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 Owner will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned. A negative determination may result in the rejection of the Bid.</p> <p>The bidders shall be required to submit all the documents, in support of Technical QR (such as copy of Purchase Orders/ Work Orders / Contract Agreements, Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other</p>
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		<p>relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure- 12 (C) (Undertaking from Statutory Auditor) and/ or Annexure 12 (D) (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p>In case documents are certified &amp; verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:</p> <ol style="list-style-type: none"> <li>1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)</li> <li>2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)</li> <li>3) International Certification Services (ICS)</li> <li>4) TUV Rheinland (India) Pvt. Ltd.</li> <li>5) TÜV SÜD South Asia Pvt. Ltd.</li> <li>6) TUV India Pvt. Ltd. (TÜV Nord Group)</li> <li>7) Intertek India Pvt. Ltd.</li> <li>8) Moody International (India) Pvt. Ltd.</li> <li>9) RINA India Pvt. Ltd.</li> <li>10) Competent Inspectorate and Consultants LLP.</li> </ol> <p>The following website may be referred for contact details of above ten (10) TPIAs: <a href="http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php">http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php</a></p> <p>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p> <p>The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified &amp; certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.</p>
21.0	तकनीकी- वाणिज्यिक निविदा का मूल्यांकन / EVALUATION OF TECHNO-COMMERCIAL BIDS	
21.1	<p>Owner 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, Owner 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 deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the Owner, the bid shall be rejected.</p>	
21.2	<p>Bidders shall certify their compliance to GTC Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following (through enclosed format):</p> <p><b>“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”</b></p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood</p>	
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	<p>the GTC 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 GTC Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid GTC Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GTC Clause titled ‘Termination’ and shall be dealt accordingly.</p>	
21.0	<p>मूल्य निविदा का प्रारंभिक परीक्षण/ PRELIMINARY EXAMINATION OF PRICE BID</p>	<p>The Owner 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. In case any additional conditions/deviations/exceptions, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited and bid shall be rejected.</p>
22.0	<p>निविदा में विसंगतियों का सुधार/ CORRECTION OF DISCREPANCIES IN BID</p>	<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 totaling 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>
23.0	<p>मूल्यांकन पैमाना/ EVALUATION CRITERIA</p>	<p>The evaluation criteria shall be as specified in Special Conditions of Contracts (SCC) and shall over-ride all other similar related clauses appearing elsewhere in the bid 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>
24.0	<p>निविदाओं का मूल्यांकन/ EVALUATION OF BIDS</p>	<p>a) The Owner shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive including meeting of Qualifying Requirements and technical acceptance etc.</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"> <li>• the bid price as quoted as per Bill of Quantity</li> <li>• price adjustment for correction of discrepancy/ arithmetic errors;</li> <li>• price adjustment due to discounts offered;</li> <li>• Price adjustment due to Price Preference, pursuant to clause 2.1 above, if applicable</li> <li>• Price adjustment due to Price Preference due to any other condition specified in Special Conditions of Contracts;</li> <li>• Price adjustment due to application of the evaluation criteria.</li> </ul>
25.0	<p>उच्च एवं निम्न उद्धृत</p>	<p>If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be having a</p>
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	दरें/ ABNORMALLY HIGH & LOW QUOTED RATES	<p>variation of +/-25% or above in relation to Owner's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).</p> <p>After evaluation of the rates/prices analysis which includes early cash flow analysis, Owner/NTPC may require that amount of Performance Security be increased at the expense of the recommended bidder by 25% of the value of variation in respect of ALR item, to protect Owner against financial loss in the event of default by the contractor under the contract, to carry out such low rated items of works if award is placed on recommended bidder. Further, the Owner /NTPC may require the contractor to provide a suitable undertaking to execute the items of works to complete the entire work under the contract.</p> <p>The items for which performance security is enhanced shall be identified separately in the contract. Upon execution of such identified items, the enhanced value of Performance security will be reduced every three months on a pro –rata basis.</p>
26.0	ओनर से संपर्क / CONTACTING THE OWNER	<p>a. Subject to clause 22.0 above, No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>b. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
27.0	निविदा स्वीकार करने का अधिकार/ OWNER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS	The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to 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 owner's action.
28.0	आवार्ड मापदंड/ AWARD CRITERIA	<p>Subject to clause 27.0 above, the owner will award the contract to the Bidder, whose bid has been determined to be substantially responsive to the bidding documents and qualified to perform the contract satisfactorily, as per methodology indicated at clause 19 of Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Owner, failing which his bid will be rejected.</p>
29.0	संविदा की संरचना/ CONSTRUCTION OF CONTRACT	<p>If required, NTPC may place separate Orders for Supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Contractor 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 Owner to terminate the other Contract(s) also at the risk and cost of the Contractor.</p> <p>The total value of all the orders shall be the Total Package value.</p>
30.0	अनुबंध/ CONTRACT	<p>a. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award (LOA) and the successful bidder is required to furnish the acceptance within 15 days of issue of LOA.</p> <p>b. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order or as confirmed.</p> <p>c. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereafter be called Contractor.</p>

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31.0	अनुबंध करार/ SIGNING OF CONTRACT AGREEMENT	The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Owner within twenty-eight (28) days from the date of Letter of Award or within such other time, as may be desired by the Owner. The Contract Agreement shall be executed on a nonjudicial Stamp Paper of Rs.100.
32.0	संविदा करार के कार्यान्वयन की शैली / MANNER OF EXECUTION OF CONTRACT AGREEMENT	<p>i. Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.</p> <p>ii. The Contract Agreement shall be prepared by the Owner and signed at the office of the Owner. The Contract Agreement will be signed in TWO originals and the Contractor shall be provided with one signed original and the other original will be retained by the Owner.</p> <p>iii. The Contractor shall provide free of cost to the Owner all the engineering data, drawings and descriptive materials submitted as a part of his bid, if applicable, in at least three (3) copies to form an integral part of the Contract Agreement within twenty-eight (28) days after issuing of Letter of Award/Purchase Order. The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Owner.</p> <p>iv. Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account / Progressive Interim Payments' and 'Time Limit for Submission &amp; Payment of Final Bill' shall be released to the Contractor by the Owner nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Owner.</p> <p>v. Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide to the Owner with at least three (3) true copies of Contract Agreement within twenty-eight (28) days of its signing. The Contractor will also provide one (1) electronic version of the Contract Agreement to the Owner within thirty (30) days of its signing.</p>
33.0	अनुबंध मूल्य/ CONTRACT PRICE	The Contract Price shall be as specified in the Purchase Order / LOA.
34.0	कार्य विषय वस्तु/ SCOPE OF WORK	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods and Related Services included in the Scope of Work.</p> <p>b. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p> <p>c. The Contractor shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.</p> <p>d. 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>
35.0	प्रतिभूति जमा/ SECURITY DEPOSIT	<p>1) <b>The Contractor shall provide a Security Deposit in the amount equivalent to 10% (Ten percent) of the contract value. The Security Deposit shall be held by the Employer as security for the due performance of the Contractor's obligations under the Contract.</b></p> <p>2) The Bid security/Earnest money deposit, if applicable, furnished by the Contractor</p>
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		<p>will be treated as part of the security deposit. However, if the earnest money deposit is in the form of a bank guarantee, the Contractor will be required to replace it with <u>initial security deposit of equivalent value</u> in one of the forms given here-in-after, within 28 days of issue of Letter of Award/Service Purchase Order. This shall be subject to adjustment while deducting security deposit from the first on account payment.</p> <p>The Employer at the time of making payment deduct security deposit at the rate of 10 per cent of gross amount of each on account payment for contracts of value up to Rs. 20 lakhs and at the rate of 5 per cent of each on account payment for contracts of value equal to and greater than Rs. 20 lakhs until the security deposit so deducted reaches the values mentioned above. The deductions for the retention of money(ies) will be stopped after the security deposit limit of 10% (Ten percent) of the Total Contract Value is reached, unless otherwise required in terms of clause 41.3.</p> <p>The earnest money furnished by the Contractor shall be returned / refunded to him after receipt of the aforesaid bank guarantee and after verification of aforesaid bank guarantee from the issuing bank.</p> <p>3) The Contractor may, at any time and from time to time, during the course of or after completion of the work, with the permission of the Employer, substitute his cash security deposit, including retention money(ies) deducted from his bills and lying with the Employer, by Bank Guarantee(s) in the prescribed proforma from a Bank acceptable to the Employer and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 lakh (Rupees One lakh only).</p> <p>If at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the Contractor has in the opinion of the Employer (which shall be final and binding on the Contractor), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender, the Contractor shall be bound to pay further Security Deposit as will make up the total Security Deposit to 10%(Ten percent) of the then anticipated Contract Value in any of the forms mentioned above failing which the Employer shall be at liberty to make such deductions towards Security Deposit from the Contractor's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 10% (Ten percent) of the gross value of the work, as reflected by the gross payments made to the Contractor, without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the Contractor on demand from the Employer, failing which, it will be recovered from any money(ies) due to the Contractor from the Employer under this contract or any other contract with the Corporation.</p> <p>4) The Contractor, if he so desires, can also furnish a full Security Deposit of 10% (Ten percent) of the Total Contract Value towards faithful performance of the Contract, in one or more of the following modes:</p> <ol style="list-style-type: none"> <li>a. by Demand draft/Pay Order/Bankers Cheque drawn in favour of "NTPC Ltd." payable at place mentioned in SCC (Cheques shall not be accepted) or any other mode specified in SCC.</li> <li>b. By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Bank in India acceptable to the Employer, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000/- (Rupees One Lakh only). The format of the said bank guarantee shall be in accordance with the format included in Volume-1 Section IV (Standard Formats &amp; Annexures). This bank guarantee shall have an initial validity upto ninety (90) days beyond the completion of Defect Liability Period of the Contract. However, in case the date of completion of defects liability period</li> </ol>
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		<p>gets extended, the validity of the Security Deposit shall be extended by the period of extension of completion of defects liability.</p> <p>5) If after completion of the work, the Total Contract Value falls below the Total Contract Value as indicated in the Letter of Award/Service Purchase Order/Acceptance of tender, such that the total Security Deposit in the hands of the Employer is in excess of the Total Security Deposit calculated at 10% (Ten percent) of the reduced contract value, such excess amount, as is in the form of cash in the hands of the Employer, shall be refunded to the Contractor along with the Final Bill.</p> <p>If the Security Deposit furnished by the Contractor to the Employer in the form of Bank Guarantees, the Contractor shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit, at the time of final bill.</p> <p>6) The Contractor shall from time to time at the request of the Employer suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit or Security Deposit) for such period(s) as may from time to time be required by the Employer failing which, without prejudice to any other right or remedy available to the Employer, the Employer shall be entitled to encash the Bank Guarantee.</p> <p>7) The Engineer in Charge shall on demand from the Contractor release the security deposit on expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable, whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor, arising out of the Contract. The Contractor shall have to provide necessary declaration forms.</p> <p>8) No interest shall be payable to the Contractor against the Security Deposit furnished/recovered by way of deductions from running account payments from the Contractor, by the Employer.</p> <p>9) All BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank/Insurance company directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:</p> <p style="text-align: center;"><b>Unified Treasury (BG Group), Administrative Building, NCPs, Dadri, NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008</b></p> <p>A BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India need to be submitted by the Bidder directly to the employer as defined in BDS. The BG/ Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG/ Insurance Surety Bond is to be submitted. The BG/ Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>10) A soft copy of the BG is mandatorily required to be mailed to <b>Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.</b></p> <p><b>11) Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</b></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</p>
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		<p>herein below:</p> <p>(v) Bank Name: ICICI Bank Limited  (vi) Branch: CONNAUGHT PLACE BRANCH  (vii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001  (viii) IFSC Code: ICIC0000007</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:  BG advising message: IFN 760COV/ IFN 767COV via SFMS  Field Number: Particulars (to be mentioned in Row 1)  7037: NTPCBG (unique identifier)</p> <p>12) All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.  13) Extension of all BGs/ Insurance Surety Bonds should be on Stamp paper of same value as that of the original BG/ Insurance Surety Bond. Minimum extension of any BG/ Insurance Surety Bond should be three months.</p>
36.0	अधिकृत प्रतिनिधि/ AUTHORISED REPRESENTATIVE	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.
37.0	बीमा/ INSURANCE	<p>The Bidder will be responsible for taking out any appropriate insurance coverage at their own cost as may be required for successful completion of the job.</p> <p>The insurance shall protect the Contractors against all claims applicable under the Workman's Compensation Act, 1948. Contractor shall arrange necessary insurance cover for any persons deployed under the Contract in connection with the work/services even for short duration. NTPC shall not entertain any claim arising out of mishap, if any that may take place. However, in respect of the Contractor's worker those are covered under the ESIC benefits, the separate insurance coverage is not required for them as the workman is entitled to get compensation from ESIC.</p>
38.0	भाडा/ FREIGHT	<p>The Bidder will be responsible for safe delivery of material at their own cost. Therefore, the prices quoted must be inclusive of freight and insurance.</p> <p>The prices shall be quoted on DDS site basis.</p>
39.0	पैकिंग/ PACKING	<p>The Bidder 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 Bidder 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 Contract no. and date. Each package must contain packing slip and literature, if any.</p>
40.0	पेटेंट/ PATENTS	<p>All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The Contractor shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Contractor shall hold harmless and indemnify the Owner 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</p>
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		<p>recommended by the Contractor.</p> <p>The Contractor shall promptly notify the Owner in writing if the Contractor has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Contractor, in such case, shall furnish at its own cost make and furnish to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.</p>
41.0	क्षतिपूरण/ INDEMNIFICATION	<p>The Contractor shall, at its own expense, defend and indemnify the owner against all third part claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Contractor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Contractor shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Owner will give notice to the Contractor of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.</p>
42.0	अस्वीकृत सामग्री हटाना और प्रतिस्थापन/ 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 Owner or his duly authorized representative and notification to this effect will be issued to the Contractor normally within 30 days from the date of receipt of the material at site.</p> <p>b) The Contractor shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the Contractor fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the Contractor.</p>
43.0	अनुबंध में परिवर्तन/ 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.
44.0	फोर्स मेज्यूरे/ FORCE MAJEURE	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Contractor, 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 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</p>

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			<p>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) No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <ol style="list-style-type: none"> <li>i. constitute a default or breach of the Contract</li> <li>ii. give rise to any claim for damages or additional cost or expense occasioned thereby</li> </ol> <p>If and to the extent that such delay or nonperformance 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 54.0 of GTC.</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Contractor herein.</p>
45.0	अनुबंध अनुपालन/ BREACH CONTRACT	का NO OF	<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>
46.0	निविदादाता दायित्व OBLIGATIONS OF THE BIDDER	के / OF	<p>The Bidder shall 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 Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.</p>
47.0	जोखिम RISK PURCHASE	खरीद/	<p>NTPC reserves the right to get the work done at Contractor's risk and cost from any other agency in case the Contractor is not able to mobilize or execute the work as instructed by Engineer-in-Charge within a reasonable time. The difference in cost shall be borne by the Contractor. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>
48.0	<b>विवादों का समझौता/ SETTLEMENT OF DISPUTES</b>		

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48.1	<p><b>Mutual Consultation</b></p> <p>If any dispute of any kind whatsoever shall arise between the Owner 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/works, whether during the progress of the Facilities/works 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.</p>
48.2	<p><b>Resolution of Dispute through Expert Settlement Council</b></p> <p>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.</p>
48.2.1	<p><b>Invitation for Conciliation:</b></p> <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>
48.2.2	<p><b>Conciliation:</b></p> <p>(i) Where Invitation for Conciliation has been furnished under GTC sub clause 54.2.1, 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>
48.2.3	<p><b>Proceedings before ESC</b></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"> <li>a. Chronology of the dispute</li> <li>b. Brief of the contract</li> <li>c. Brief history of the dispute</li> <li>d. Issues</li> </ol>
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Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

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

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

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

(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.

(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.

(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.

(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.

48.2.4

#### **Fees & Facilities to the Members of the ESC**

The cost of conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc. shall be as provided herein below:

Sl	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

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	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
<p>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.</p>			
48.2.5	<p>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.</p>		
48.2.6	<p>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.</p>		
48.3	<p><b>Arbitration</b></p>		
48.3.1	<p>If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GTC Sub-Clauses 54.1 &amp; 54.2 above, Owner 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 GTC Sub Clause 54.2 above.</p>		
48.3.2	<p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GTC Sub Clause 54.3.1, shall be finally settled by arbitration.</p>		
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48.3.3	<p>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:</p> <p>(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party.</p> <p>(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> <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) Arbitrator shall be paid fees at the following rates:</p> <table border="1" data-bbox="321 478 1557 982"> <tr> <td data-bbox="321 478 808 594">Amount of Claims and Counter Claims (excluding interest)</td> <td data-bbox="808 478 1557 594">Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.</td> </tr> <tr> <td data-bbox="321 594 808 646">Upto Rs.50 lakhs</td> <td data-bbox="808 594 1557 646">Rs.10,000 per meeting subject to a ceiling of Rs.1,00,000/-.</td> </tr> <tr> <td data-bbox="321 646 808 730">Above Rs.50 lakhs to Rs.1 crore</td> <td data-bbox="808 646 1557 730">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="321 730 808 814">Above Rs.1 crore and upto Rs.5 Crores</td> <td data-bbox="808 730 1557 814">Rs.2,25,000/- plus Rs.33,750 per crore or a part there of subject to a ceiling of Rs.3,60,000/-.</td> </tr> <tr> <td data-bbox="321 814 808 898">Above Rs.5 crores and upto Rs.10 crores.</td> <td data-bbox="808 814 1557 898">Rs.3,60,000/- plus Rs.22,500/- per crore or a part there of subject to a ceiling of Rs.4,72,500/-.</td> </tr> <tr> <td data-bbox="321 898 808 982">Above Rs.10 crores</td> <td data-bbox="808 898 1557 982">Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs.10,00,000/-.</td> </tr> </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>(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> <p>(i) 40% of the fees if the Pleadings are complete.</p> <p>(ii) 60% of the fees if the Hearing has commenced.</p> <p>(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.</p> <p>(f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <p>(i) 40 % of the fees on Completion of Pleadings.</p> <p>(ii) 40% of the fees on Conclusion of the Final Hearing.</p> <p>(iii) 20% at the time when arbitrator notifies the date of final award.</p> <p>(g) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.</p> <p>(h) The Arbitration shall be held at Delhi only.</p> <p>(i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>(j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p>	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.) to be shared equally by the parties.	Upto 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 upto Rs.5 Crores	Rs.2,25,000/- plus Rs.33,750 per crore or a part there of subject to a ceiling of Rs.3,60,000/-.	Above Rs.5 crores and upto Rs.10 crores.	Rs.3,60,000/- plus Rs.22,500/- per crore or a part there of subject to a ceiling of Rs.4,72,500/-.	Above Rs.10 crores	Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs.10,00,000/-.
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.) to be shared equally by the parties.												
Upto 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 upto Rs.5 Crores	Rs.2,25,000/- plus Rs.33,750 per crore or a part there of subject to a ceiling of Rs.3,60,000/-.												
Above Rs.5 crores and upto Rs.10 crores.	Rs.3,60,000/- plus Rs.22,500/- per crore or a part there of subject to a ceiling of Rs.4,72,500/-.												
Above Rs.10 crores	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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48.3.4	<p><b>In case the Indian Contractor is a Central Government Department/Enterprise/organization or a State Level Public Enterprise (SLPE)</b></p> <p>In case the Indian Contractor is a Central Government Department/Enterprise/organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Owner and the Contractor shall be referred for resolution to the Permanent Machinery of Arbitrators (PMA) of the Department of Public Enterprises, Government of India as per Office Memorandum No. 4(1) 2011-DPE(PMA)-GL dated 12.06.2013 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.</p>
48.4	<p>Notwithstanding any reference to the Conciliation or Arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p>(b) the Owner shall pay the Contractor any monies due to the Contractor.</p>
49.0	<p><b>नोटिस/ NOTICES</b></p> <p>Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post or facsimile or email to such Party i.e. Owner or Bidder.</p> <p>In case of Purchase Orders for Supply, 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>
50.0	<p><b>समाप्ति/ TERMINATION</b></p> <p>The Owner may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Contractor by Engineer, to be given after the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause and Sixty (60) days' in the case of the event referred to in (f) below:</p> <p>(a) if the Contractor 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 Owner may have subsequently approved in writing;</p> <p>(b) if the Contractor becomes insolvent or bankrupt.</p> <p>(c) if as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) if the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices (as per clause 62 below) in competing or in executing the Contract.</p> <p>(e) If the Contractor, sub-contracts any part of the works in violation of the provision of GTC Clause 62.0 (f).</p> <p>(f) if the Owner, at its sole discretion, decides to terminate the Contract.</p> <p>In event of termination of Contract, the Owner 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 Owner 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>
51.0	<p><b>कर एवं शुल्क / TAXES &amp; DUTIES</b></p> <p>i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.</p> <p>ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.</p> <p>iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.</p> <p>iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to</p>
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		<p>last date of Bid Submission.</p> <p>v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.</p> <p>vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.</p> <p>vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Owner shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.</p> <p>viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law, if applicable.</p> <p>ix. In case of all materials identified by the Contractor and Owner to be dispatched directly from the sub-vendor's work to Owner's site, the Contractor shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Contractor and shipped to the Owner's site. The Contractor shall further ensure that he raises his corresponding Tax Invoices in the name of Owner during transit of the materials before the delivery of materials is taken by Owner.</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 Contractor'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. Owner 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 Contractor, 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 Contractor 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 Contractor 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, Contractor shall be liable to pay the amount which may be imposed on NTPC due to such default.</p> <p>xvi. Contractor 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 Owner 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 Contractor in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.</p>
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		<p>xx. 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.</p> <p>xxi. If Bidder is exempted from GST registration than the bidder should submit documents for exemption from GST for consideration in bid evaluation.</p> <p>xxii. Wherever LD/Penalty is recoverable as per terms of the contract, the same shall be recovered from the contractor/party along-with applicable GST thereon. Further, GST invoice towards the same shall be issued to the contractor/party and also reported in GST Returns filed by the Company to enable him to avail ITC against GST so charged.</p>
52.0	रोड परमिट/ 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.
53.0	स्रोत पर कर कटौती/ TAX DEDUCTION AT SOURCE	Tax deduction at source shall be governed as per prevailing rules.
54.0	ठेकेदार को भुगतान/ PAYMENTS TO THE CONTRACTOR	<p>a) Digitally signed monthly bills shall be submitted by the agency for the works executed by them in the preceding month and shall be paid within 30 days of submission of bills complete in all respects after certification of Engineer-In-Charge However payment shall be released on the basis of actual work duly certified by Engineer-In-Charge.</p> <p>b) Unless exempted by the income tax department, income tax shall be deducted from all the running account bills as per Income Tax Act and its applicable amendments.</p> <p>c) In case NTPC receives, any complaint regarding non-payment of wages etc. from Contractor's staff, the amount payable to these personnel will be recovered from the Contractor's bill and shall be paid to such personnel.</p> <p>d) Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the contract. The Contractor shall hold the Corporation harmless and Corporation shall not be liable for direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in bank details provided to the Corporation in the prescribed form without intimation to Corporation duly acknowledged.</p> <p>e) Bidders are required to provide details for Electronic Fund Transfer in the format annexed.</p> <p><b>The terms of payment shall be as mentioned in Scope and Terms &amp; Conditions of Work</b></p>
55.0	भुगतान प्रक्रिया/ PROCEDURE OF PAYMENT	<p>The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (GTC clause 60) and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. Owner will make progressive payment as and when the payment is due as per the Terms of Payment set forth in GTC clause 60. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within thirty (30) days from the date of receipt of Contractor's bill/invoice/debit note by the Owner, provided the documents submitted are complete in all respects.</p> <p>In cases of any discrepancy observed by the Owner in Contractor's bill, clarifications shall be sought in writing by the Owner within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Owner. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Owner. In case, no mutual agreement is reached between the Owner and</p>
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		<p>the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Owner and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Owner after resolution of issues of payment by the Owner. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GTC Clause (Settlement of Disputes).</p> <p>The Owner has established a Vendor Payment portal where Vendor/Contractor shall submit their digital bill/invoice and may track its status. The Application for Payment along with all the supporting documents (for direct payment cases) shall be submitted by the Vendor/Contractor in digital form i.e., digitally signed with Class-2/3 digital Signature and must be uploaded in the Owner's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Owner unless otherwise asked for in the PO or instructed by Owner. <b>FAQ with answers regarding invoice submission is attached.</b></p> <p>Vendor/Contractor can track the status of their digitally submitted Bill/Invoice in the NTPC Vendor Payment Portal.</p>
56.0	वैकल्पिक मोड-माइक्रो स्माल एवं मीडियम इंटर प्राइजेज़ को भुगतान के लिए / Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs)	<p>Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers.</p> <p>The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.</p> <p>Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.</p> <p>For queries/ details, the vendor may directly contact M1xchange or RXIL at: -</p> <p>(i) M1XCHANGE: - URL: <a href="https://m1xchange.com">https://m1xchange.com</a> Toll free No.: 1800-103-7261</p> <p>(ii) RXIL: - URL: <a href="https://www.rxil.in/Home/Index">https://www.rxil.in/Home/Index</a> Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311</p>
57.0	भ्रष्ट या धोखाधड़ी व्यवहार / CORRUPT OR FRAUDULENT PRACTICES	<p>Owner 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, Owner:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or</p>
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		fraudulent practices in competing for or in executing a contract of the Owner.
58.0	धोखाधडी निवारण नीति / 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 <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment to Bid Form as per format enclosed with the Bidding Document. 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 <b>bid shall be rejected</b>.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Owner as per Certificate at Annexure 04 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p><b>“Do you accept the Fraud Prevention Policy of NTPC?”</b></p> <p>If in terms of above policy it is established that the bidder / their representatives have committed any fraud while competing for this contract then the Earnest Money Deposit of the bidder shall be forfeited bid shall be rejected.</p>
59.0	काम शुरू करने एवं मोवलाएजेशन का समय / TIME FOR START AND MOBILISATION	<p>After award of work NTPC shall give 7 days' time for initial mobilization at site. Contractor shall ensure mobilization within the given time with the manpower as specified by NTPC in the order.</p> <p>In case the bidder is not able to mobilize within the time specified above, a penalty @ Rs. 1000/- per day shall be raised on the bidder. Further the owner shall without prejudice to any other right or remedy be at liberty to forfeit the EMD recover the penalty.</p>
60.0	नियमों का अनुपालन/ COMPLIANCE WITH REGULATIONS	<p>i. The Contractor shall recruit his own staff for execution of the Contract. The Contractor's staff will not be treated as NTPC staff for any purpose whatsoever and facilities/benefits applicable to NTPC staff will not be applicable to Contractor's employees. The Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time and particularly of the state of UP for carrying out the above job. If due to any reason whatsoever NTPC is made liable to meet any obligation under any of the said laws and enactments etc., for any reason whatsoever, the same shall be recovered from the Contract Performance Guarantee/ Security Deposit of the Contractor with NTPC or from the bills payable to him or failing which it shall be recovered as per law.</p> <p>ii. It is made clear that the Contractor shall have a separate PF-Account Code No, allotted by the concerned RPFC and ensure the extension of PF benefits to his workers engaged by him for execution of this contract, as provided under EPF Scheme 1952 and the schemes framed there under. He shall also cover his employees under the ESI Act.</p> <p>The Contractor shall be liable to his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of the "The Employees State Insurance Act, 1948" as amended from time to time.</p> <p>In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.</p> <p>iii. The Contractor shall comply with provision of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund &amp; misc. Provision Act 1952, ESI Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, ID Act 1947, Maternity Benefit Act 1961, Contract labour (Regulations &amp; Abolition)</p>
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		<p>Act 1970, Delhi Shops &amp; Est. Act or any modification thereof or any other law relating to rules made there under from time to time.</p> <p>iv. The Contractor shall make payments of wages to his employees on or before the specified dates as mentioned in the relevant law in presence of an authorized representative of NTPC. The Contractor will be required to comply with all statutory provision contained in Labour Legislations in general and Contract Labour (R&amp;A) Act, 1970, Minimum Wages Act and Payment of Wages Act in particular.</p>
61.0	श्रम कल्याण हेतु नियम/ RULES FOR LABOUR WELFARE	The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare or rules framed by appropriate Government from time to time for the protection of health of workers employed directly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.
62.0	कार्य एवं सुरक्षा विनियमन/ WORK & SAFETY REGULATIONS	<p>(a) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipments belonging either to him or to other Contractors or to the NTPC.</p> <p>(b) The Contractor shall also be responsible for provision of all safety notices and safety equipments required both by the relevant legislation and the Engineer-in-charge, as he may deem necessary.</p> <p>(c) All equipment used by Contractor shall meet Indian/International standards and where such standard do not exists, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines and rules or NTPC in this regard.</p> <p>(d) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need or as may be directed by Engineer-in-charge, who will also have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability.</p> <p>(e) The Contractor shall follow and comply with all NTPC safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employee's, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and NTPC safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.</p> <p>(f) The Contractor shall at his own expense arrange for safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.</p> <p>(g) Failure to comply with rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Owner as damages an amount as fixed by Engineer-in-Charge for each default or materially incorrect statement. The decision of the Inspecting Officers as defined in the Contractor's Labour Regulation to these conditions shall be final and binding and deductions for recovery of such damages may be made form any amount payable to the Contractor.</p>
63.0	संविदा के सब कंट्रैक्ट, असाइनमेंट और सब लेटिंग / SUB CONTRACT	<p>(a) The Contractor shall not assign, sub-contract or subject the whole or any part of the work in any manner PROVIDED the Contractor may with the prior written approval of Engineer-in-Charge, Sub-Contract any particular work or part of the work to a Sub-Contractor approved by the Engineer-in-Charge.</p> <p>(b) Each sub-Contractor shall be covered by Contract on the same basis as the</p>
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	<p>ASSIGNMENT AND SUB-LETTING OF CONTRACT</p>	<p>Contractor, Provided, however, that notwithstanding approval of the sub-contract as aforesaid and notwithstanding that the Owner/Engineer-in-Charge shall have received a copy of the contract between Contractor and Sub-Contractor, the Contractor shall be and shall remain exclusively responsible to the Owner for the due and proper performance of the Contract, and Sub-Contractor shall for all purposes vis-à-vis the Owner be deemed to be the servant/agent of Contractor employed for the performance of the particular work with full responsibility on Contractor for all acts, omissions and defaults of the Sub-Contractor, and any rights that owner may separately have or reserve against Sub-Contractor under the Contractor shall be without prejudice to the a foregoing.</p> <p>(c) Subject as hereinabove in this behalf specially permitted and provided, the Contractor shall not sub-contract any work under the Contract any sub-contract in breach hereof shall be deemed to an assignment of the Contract or part or portion thereof sub-contracted, as the case may be.</p> <p>(d) If any Sub-Contractor engaged upon the work at the site executes any work which in the opinion of the Engineer-in-Charge is not of the requisite standard (the opinion of the Engineer-in-charge being final in this behalf), the Engineer-in- Charge may, by written notice to the Contractor require the Contractor to terminate such sub-contract, and Contractor shall upon receipt of such notice terminate such sub-contract at the risk and cost of Contractor, and shall keep owner indemnified against the consequences.</p> <p>(e) Notwithstanding such sub-contract being approved by Engineer-in-Charge as herein envisaged, the Contractor shall at the commencement of every month furnish Engineer-in-Charge with a list of all Sub-Contractors engaged and working at the site during the previous month, with particulars of the general nature of the works performed by them.</p> <p>(f) 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 <b>Appendix-1 to GTC</b>.</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 projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
64.0	<p>भविष्य निविदा हेतु अपात्रता/ INELIGIBILITY FOR FUTURE TENDERS</p>	<p>i) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, or where a bidder has submitted "Bid Security" / EMD, 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 NTPC 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, or where a bidder has submitted "Bid Security/ EMD, either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to ITB GTC Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB GTC Clause titled for 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>
65.0	डिफेक्ट लाइबिलीटी	As specified in Scope and Terms & Conditions of Work
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	पीरियड/ DEFECT LIABILITY PERIOD	
66.0	विलम्ब हेतु प्रतिपूर्ति/ COMPENSATION FOR DELAY	<p>If the Contractor fails to maintain the required progress in terms of condition 09 of Special Conditions of Contract (SCC) or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in condition 09 of SCC or that the work remains incomplete. This will also apply to items or groups of items for which separate period of completion has been specified. (Refer Special Conditions of Contract)</p> <p>For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.</p> <p>(a) Completion period (as originally stipulated) not exceeding 6 months. @ 1 percent per week.</p> <p>(b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. @ ½ percent per week.</p> <p>(c) Completion period (as originally stipulated) exceeding 2 years. @ 1/4 percent per week.</p> <p>Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed the under noted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given:</p> <p>(a) Completion period (as originally stipulated) not exceeding 6 months. 10 per cent</p> <p>(b) Completion period (as generally stipulated) exceeding 6 months and not exceeding 2 years. 7½ percent</p> <p>(c) Completion period (as originally stipulated) exceeding 2 years 5 percent</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.</p>
67.0	क्षेत्राधिकार/ JURISDICTION	<p>Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at GAUTAM BUDH NAGAR and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.</p>
68.0	अन्य/ OTHERS	<p>(a) NTPC reserves the right to place repeat order and ask the Contractor to work at any other location at NOIDA/Greater Noida at the same rates, terms &amp; conditions. However, the right could be exercised only during the currency period of the contract.</p> <p>(b) The Contractor will ensure that none of the worker is engaged in any unlawful activities or any other activity subversive of NTPC's interest failing which suitable</p>

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		<p>action may be taken against the Contractor as per the terms and conditions of this contract. The Contractor will ensure that none of the worker is engaged in any unlawful activities or any other activity subversive of NTPC's interest failing which suitable action may be taken against the Contractor as per the terms and conditions of this contract.</p> <p>(c) No other person except Contractor's authorized representative shall be allowed to enter NTPC's premises. Contractor shall also not entertain any outsider or extend any service beyond NTPC's premises.</p> <p>(d) Within the NTPC's premises, the Contractor's personnel shall not do any private work other than their normal duties.</p> <p>(e) Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep NTPC indemnified against all loses, damages and claims arising thereof.</p> <p>(f) The personnel engaged by Contractor shall be subject to security check by the NTPC's security staff while entering/leaving the premises.</p> <p>(g) Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any new act or order of Government. NTPC shall have no liability whatsoever in this regard. It will be the sole responsibility of the Contractor that he is paying the wages as applicable under the minimum wages act, PF &amp; ESI etc.</p> <p>(h) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.</p> <p>(i) List of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to NTPC. In case of any revision, the same shall be informed to NTPC from time to time.</p> <p>(j) All consumables &amp; materials used by Contractor shall be of standard make and approval of Engineer shall be taken for the same.</p> <p>(k) Office hours for the working staff shall be as specified in the 'Technical Specification'. Normal NTPC office hours which at present are from 9 A.M. to 5.30 P.M. (on all working days with Saturday and Sunday as holidays) shall be followed in case the working hours are not specified in the 'SOW/SCC'. In addition, other holidays as notified by NTPC shall be followed. However, NTPC reserves the right to demand Contractor's services on holidays as well as beyond the specified working hours, by giving a prior notice of one day for the same.</p> <p>(l) NTPC also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of NTPC his behavior/performance is not up to the mark and/or found indulging in unlawful activities. Contractor shall immediately comply with such instructions.</p>
69.0	प्रतिबंधित नीति घोषणा/ DECLARATION ON BANNING POLICY	<p>The owner has in place a policy for withholding and banning of business Dealings as displayed on its tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the Contractor under GTC clause 56 (a) to (d) or any of the grounds detailed in the said Banning Policy. Bidders shall submit the Declaration on Policy for withholding and banning of Business Dealings as per Certificate at Annexure 05 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p><b>"Do you accept Withholding &amp; Banning Policy of Business Dealing Policy of NTPC ?"</b></p>
70.0	लिमिटेड ऑफ़ लायबिलिटी / 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 Owner and</p> <p>(b) the aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this</p>

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		<p>limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.</p> <p>(c) the aggregate liability of the Owner to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p>
71.0	ELIGIBLE PLANT, EQUIPMENT AND SERVICES	Bidding for the package is open to bidders from within the Owner's country only, subject to fulfillment of conditions specified in GTC Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"
72.0	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	
72.1	<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC). 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 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 SCC.</p> <p>However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>	
72.2	"Bidder" (including the term 'tenderer', 'Contractor' 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.	
72.3	"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.	
72.4	<p>"Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para 76.1 above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	
72.5	<p>The beneficial owner for the purpose of clause "76.4" above will be as under;</p> <p>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> <p>Explanation-</p> <p>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or</p>	
Tender Ref.		01/HR/Noida/Cont/C-3542
Name of work /job		"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

	<p>together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
72.6	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
IMPORTANT NOTE	<b>The Special Conditions of Contract as mentioned above will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</b>

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

# STANDARD FORMATS & ANNEXURE

निविदा फार्म-1/ Bid Form-1

## तकनीकी और वाणिज्यिक निविदा जमा फार्म/ TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

संदर्भ सं./ Ref No. ....

दिनांक/ Date .....

सेवा में/ To,

अपर महाप्रबंधक (मा.सं.-सी एंड पी)/ AGM (HR-C&P)

मा.सं.-संविदा व क्रय ग्रुप/ HR-Contracts & Procurement Group

एनटीपीसी लिमिटेड/ NTPC Limited,

इंजीनियरिंग कार्यालय परिसर, प्रथम तल/ Engineering Office Complex, 1st Floor

प्लॉट नं.-ए-8ए, सेक्टर-24/ Plot No. A-8A, Sector-24,

नोएडा/ NOIDA-201 301, UP.

Dear Sir,

1. We have read and examined the bid documents in respect of Tender Enquiry no. 01/HR/Noida/Cont/C-3542 for "Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida " Package.
2. We hereby submit our bid as outlined in your bidding document.
3. We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
4. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
5. We declare that the work will be executed strictly in accordance with the requirement.
6. Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Techno-Commercial Bid' by NTPC.
7. We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
8. We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
9. We hereby submit the following as part of our 'Technical and Commercial Bid' as per prescribed formats:
  - i. Brief details of documents in support of QR (Annexure 12(C)/(D))
  - ii. Documents in support of meeting Qualifying Requirements (QR)
  - iii. Details of PAN, GST registration. (Annexure 3)
  - iv. EFT form (Attachment 11) duly filled and certified by Bank along with cancelled cheque
  - v. Any additional literature in support of Bid documents.

Yours truly,

Date .....

Signature.....

Place .....

Name .....

Designation .....

Name of Bidder .....

Seal.....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

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

To,  
NTPC Limited

Ref: Our Bid Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_ against Tender Invitation no. 01/HR/Noida/Cont/C-3542 for “ **Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida**”

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

**(a) We are manufacturer /service provider of all such items which are a pre-requisite for extending MSE benefits of purchase preference as specified in the Bidding Documents and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.**

**(b) We are manufacturer /service provider of at least one of the items listed in the Bill of Quantity (BOQ) of the Package and understand that the benefits pertaining to Tender fee exemption only shall be applicable for our bid as per provisions of Bidding Documents. We also understand that as per provisions of Bidding Document, our bid shall not be eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.**

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NTPC Limited/ Owner at any stage of Bid Evaluation and 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,

Date:

(Signature) .....

Place:

(Duly authorized to sign the tender on behalf of the Bidder)

(Printed Name) .....

(Designation) .....

(Name of Bidder) .....

(Company Seal) .....

**Strike out which is not applicable.**

**Note: Also enclose the MSEs certificate along with the declaration.**

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	“Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.”.

**Declaration on Local Content (Make In India)**

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

OR

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

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

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

(ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR 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 further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)."

**\*Bidder to strike-off whichever is not applicable**

**\*\*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 to local value addition.

Signature along with seal of Company

(Duly authorized to sign the tender on behalf of the bidder)

Name (In block letters) .....

Designation .....

Name of the Company .....

Postal Address .....

Telephone .....

Mobile No. ....

E-Mail Id.....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



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

Bidder's Name and Address:

सेवा में/ To

अपर महाप्रबंधक (मा.सं.-सी एंड पी)/AGM (HR-  
C&P)  
एनटीपीसी लिमिटेड/ NTPC Limited,  
नोएडा/ Noida - 201301.

Dear Sirs,

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

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

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

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

## वचनबंध पत्र के लिए प्रोफार्मा/ PERFORMA FOR LETTER OF UNDERTAKING

संदर्भ/ Ref : \_\_\_\_\_ दिनांक/ Date : \_\_\_\_\_

सेवा में/ To

एनटीपीसी लिमिटेड/ NTPC Limited,  
 इंजीनियरिंग कार्यालय परिसर, प्रथम तल/ Engineering Office Complex, 1st Floor  
 प्लॉट नं. ए 8ए, सेक्टर 24/ Plot No. A-8A, Sector-24,  
 नोएडा/ NOIDA-201 301, UP.

Dear Sir,

1. I\*/We\* have read and examined the bid documents in respect of Tender/NIT no. 01/HR/Noida/Cont/C-3505 containing the following relating to the "Developing additional 15 nos. guest rooms at 2nd floor of D-4 Block of Shaurya Township, Noida".

1. Abridged NIT No. 01/HR/Noida/Cont/C-3505
2. Detailed NIT (Hosted on the website)
3. Instructions to Bidders Volume I, Section I
4. Salient General Terms & Conditions (GTC) Volume I, Section II
5. Rules & Procedures for Reverse Auction Volume I, Section III
6. Standard Formats & Annexure Volume I, Section IV
7. Special Conditions of Contract (SCC) Volume I, Section V
8. Technical Specifications & Scope of Work Volume II
9. Bid Price Schedule Volume III
10. General Conditions of Contract for Civil Works (GCC)

2. I\*/We\* here by submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders. I \*/we\* shall not vary/alter or revoke my\*/our\* Bid during the validity period of Tender.

This undertaking is in consideration of NTPC agreeing to open my/our tender, consider and evaluate the same for the purposes of award of work in terms of provisions of tender documents. Should this tender be accepted, I \*/We\* also agree to abide by and fulfill and comply with all the terms, conditions and provisions of the above mentioned tender documents.

Witness \_\_\_\_\_ Signature along with seal of Company

Signature ..... (Duly authorized to sign the tender on behalf of the bidder)

Name .....

Address..... Name (In block letters).....

..... Designation .....

..... Name of the Company .....

Date ..... Postal Address .....

..... Telephone .....

..... Mobile No. ....

..... E-Mail Id.....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

निविदा दस्तावेजों हेतु सभी प्रावधानों के अनुपालन संबंधी प्रमाणपत्र /  
**CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS**  
 (निल डेविएशन प्रमाणपत्र/ NIL DEVIATION CERTIFICATE)

Bidder's Name and Address:

सेवा में/ To

अपर महाप्रबंधक (मा.सं.-सी एंड पी)/AGM (HR-  
 C&P)

एनटीपीसी लिमिटेड/ NTPC Limited,

नोएडा/ Noida - 201301.

Dear Sirs,

1. With reference to our Bid Proposal No..... dated..... for **Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida**, we hereby confirm that we have read the provisions of bidding documents along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof **and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.**
2. Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
3. We confirm that any deviation/ variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno-Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security be forfeited shall be rejected.
4. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
5. Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

पीएफ नं., ईएसआई पंजीकरण, पैन नं. और जीएसटी टैक्स नं. का विवरण /DETAILS OF PF, ESIC, PAN and  
GST REGN.

सेवा में/ To

अपर महाप्रबंधक (मा.सं.-सी एंड पी)/AGM (HR-C&P)  
एनटीपीसी लिमिटेड/ NTPC Limited,  
नोएडा/ Noida - 201301.

Dear Sir,

The details of our registration in line with the various authorities in line with clause 6.1, 6.2, 6.3 and 6.4 of ITB are as under:

**(a) PF no.**

The PF no. allotted by concerned RPFC under EPF scheme 1952 is as under:

<b>PF Number</b>	
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Note: Copy of PF registration certificate issued by the concerned RPFC duly attested by the bidder under his seal and signature to be submitted.

**(b) ESI registration number**

Our ESI registration number to cover our employees under the ESI Act:

<b>ESI Registration Number</b>	
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Note: Copy of ESI registration duly attested by the bidder under his seal and signature to be submitted.

**(c) PAN number**

Our PAN number is as under:

<b>Permanent Account Number</b>	
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Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

**(d) GST number, if applicable: Our GSTIN is**

<b>GSTIN</b>	
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Note: Copy of registration with up to amendment to be enclosed.

**(e) UDYAM/MSE registration No.:** Our MSME number is as under:

<b>Registration No.</b>	
-------------------------	--

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

Date : (Signature).....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**धोखाधडी निरोधक नीति संबंधी स्वीकृति फार्म/ FORM OF ACCEPTANCE OF 'FRAUD PREVENTION POLICY'**

सेवा में/ To,

अपर महाप्रबंधक (मा.सं. -सी एंड पी)/AGM (HR-C&P)  
एनटीपीसी लिमिटेड/ NTPC Limited,  
प्रथम तल, ईओसी/ 1<sup>st</sup> Floor, EOC,  
प्लॉट ए-8ए, सेक्टर-24/ Plot A-8A, Sector-24,  
नोएडा/ Noida - 201301.

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

प्रतिबंधित नीति संबंधी घोषणा / DECLARATION ON BANNING POLICY

सेवा में/ To

एनटीपीसी लिमिटेड/ NTPC Ltd.

इंजीनियरिंग कार्यालय परिसर/ Engineering Office Complex,

प्लॉट ए-8ए, सेक्टर-24, / Plot A-8A, Sector-24,

नोएडा / Noida-201301 (UP)

- 1) We have read the contents of the Banning Policy of NTPC attached with this Bidding document and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
  - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
  - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
  - c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.
- 2) We further declare as under:

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

निविदा सिक्योरिटी के लिए बैंक गारंटी प्रोफार्मा/ PROFORMA OF BANK GUARANTEE FOR EMD / BID SECURITY

(BG to be submitted on non-judicial stamp paper)

बैंक गारंटी नं./Bank Guarantee No.....

दिनांक/ Date :.....

सेवा में/ To

एनटीपीसी लिमिटेड/ NTPC Ltd.  
इंजीनियरिंग कार्यालय परिसर/ Engineering Office Complex,  
प्लॉट ए-8ए, सेक्टर-24, / Plot A-8A, Sector-24,  
नोएडा / Noida-201301 (UP)

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s .....(\*\*\*)..... having its Registered/Head Office at .....hereafter called the 'Bidder') wish to participate in the said bid for [Name of Package].....

As an irrevocable bank guarantee against Bid Security for an amount of .....(\*).....valid for.....days from.....(\*\*).....required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the .....[Name & address of the Bank].....having our Head Office at.....(#).....guarantee and undertake to pay immediately on demand by.....[Name of the Employer] (hereinafter called the 'Employer').....the amount of .....(\*).....without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(\*\*\*).....[Bidder's Name]..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....

(Signature)

.....

(Name) .....

(Designation with Bank Stamp)

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

Authorised Vide  
Power of Attorney No.....

Date.....

NOTE : 1. (\*) The amount shall be as specified in the bidding documents.

(\*\*) This shall be the date of opening of bids.

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

(@) This date shall be forty five (45) days beyond the validity of bid.

(\*\*\*) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.

3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.

5. 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 (attached with Section-III of Bidding Documents)

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



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

Insurance Surety Bond No. ....

Date.....

To

एनटीपीसी लिमिटेड/ NTPC Ltd.  
इंजीनियरिंग कार्यालय परिसर/ Engineering Office Complex,  
प्लॉट ए-8ए, सेक्टर-24, / Plot A-8A, Sector-24,  
नोएडा / Noida-201301 (UP)

Dear Sirs,

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

(\*)

..... valid for..... days from  
.....(\*\*)..... required to be submitted by the Bidder as a  
condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of  
any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer]  
.....having our Head Office at ..... (#)  
..... guarantee and undertake to pay immediately on demand by NTPC Limited  
(hereinafter called the 'Employer') the amount of  
.....(\*).....without any reservation, protest, demand and recourse.

Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or  
difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto  
.....(@)..... If any further extension of this Insurance Surety Bond is required, the same shall  
be extended to such required period (not exceeding one year) on receiving instructions from M/s .....  
.....[Bidder's Name]..... on whose behalf this Insurance Surety Bond is issued.

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

(Signature)

(Name)

(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

## NOTE :

- (\*) The amount shall be as specified in the Bid Data Sheets.  
(\*\*) This shall be the date of opening of Techno-Commercial bids.  
(#) Complete mailing address of the Head Office of the Insurer to be given.  
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
- The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**Format of Undertaking for BANK GUARANTEE FOR EMD / BID SECURITY**

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

**From: xxxbank@xx.in**

**To: ubg@ntpc.co.in,**

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

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on ..... (date).

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

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

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

(Name of Bank Official)

Authority No. ....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

निविदा सिक्योरिटी/ ई एम डी के लिए स्वीकार्य बी जी बैंकों की सूची/ LIST OF BANKS WHO'S BANK  
GUARANTEE IS ACCEPTABLE - FOR BID SECURITY / EMD / CPG / Advances

**Scheduled Commercial Banks List**

<b>A] STATE BANK OF INDIA</b>		
<b>B] NATIONALISED BANKS</b>		
1. Allahabad Bank	8. Dena Bank	15. Union Bank of India
2. Andhra Bank	9. Indian Bank	16. United Bank of India
3. Bank of India	10. Indian Overseas Bank	17. UCO Bank
4. Bank of Maharashtra	11. Oriental Bank of Commerce	18. Vijaya Bank
5. Canara Bank	12. Punjab National Bank	19. Bank of Baroda
6. Central Bank of India	13. Punjab & Sind Bank	-
7. Corporation Bank	14. Syndicate Bank	-
<b>C] SCHEDULED PRIVATE BANKS (INDIAN BANKS)</b>		
1. Catholic Syrian Bank	9. Nainital Bank Ltd.	17. ICICI Bank
2. City Union Bank	10. Kotak Mahindra Bank	18. HDFC Bank Ltd.
3. Dhanlaxmi Bank Ltd.	11. RBL Bank Limited	19. DCB Bank Ltd
4. Federal Bank Ltd	12. South Indian Bank Ltd.	20. Yes Bank Ltd
5. Jammu & Kashmir Bank Ltd.	13. Tamilnad Mercantile Bank Ltd	21. IDFC Bank Limited
6. Karnataka Bank Ltd.	14. ING Vysya Bank Ltd.	22. Bandhan Bank Limited
7. Karur Vysya Bank Ltd.	15. Axis Bank Ltd	-
8. Lakshmi Vilas Bank Ltd.	16. IndusInd Bank Ltd	-
<b>D] SCHEDULED PRIVATE BANKS (FOREIGN BANKS)</b>		
1. Abu Dhabi Commercial Bank PJSC	16. State bank of Mauritius Ltd.	31. Industrial & Commercial Bank of China Ltd.
2. Bank of America NA	17. DBS Bank Ltd.	32. JSC VTB Bank
3. Bank of Beharin & Kuwait B.S.C	18. Bank of Ceylon	33. National Australia Bank
4. Mashreq Bank P.S.C.	19. PT Bank Maybank Indonesia TBK	34. Cooperatieve Rabobank U.A.
5. Bank of Nova Scotia	20. A B Bank	35. Sberbank
6. Crédit Agricole Corporate & Investment bank	21. Shinhan Bank	36. United Overseas Bank Ltd.
7. BNP Paribas	22. CTBC Bank Co. Ltd.	37. Westpac Banking Corporation
8. Barclays Bank	23. Mizuho Bank Ltd.	38. Woori Bank
9. Citi Bank N.A.	24. Krung Thai Bank Public Company Ltd.	39. The Royal Bank of Scotland PLC
10. Deutsche Bank A.G.	25. The Bank of Tokyo – Mitsubishi UFJ Limited	40. Doha Bank Qsc
11. The Hongkong Shanghai Banking Corporation Ltd.	26. Australia & Newzealand Banking Group Limited	41. Industrial Bank of Korea
12. Societe Generale	27. Sumitomo Mitsui Banking Corporation	42. KEB Hana Bank
13. Sonali Bank Ltd	28. American Express Banking Corporation	43. First Abu Dhabi Bank PJSC
14. Standard Chartered Bank	29. Credit Suisse A.G.	44. Emirates NBD Bank (P.J.S.C)
15. J.P Morgan Chase Bank, National Association	30. FirstRand Bank Ltd.	45. Qatar National Bank SAQ
<b>E] OTHER PUBLIC SECTOR BANKS</b>		
1. IDBI Bank Ltd	-	-

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**निविदा सिक्योरिटी के लिए बैंक गारंटी प्रोफार्मा/ PROFORMA FOR BANK GUARANTEE FOR  
CONTRACT PERFORMANCE**

**(To be suitably incorporated by concerned package coordinator)**

**(To be execute on non-judicial stamp in accordance with Stamp Act)**

**Bank Guarantee No.....**

**Date :**

To,  
**NTPC Limited,**

Dear Sirs,

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

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

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

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indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

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

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

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.

3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee. BG to be stamped in accordance with U.P stamp act. At present Stamp paper of value @ ₹ 5/- per thousand or part thereof subject to a max. of ₹ 10,000/- is required.

4. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

5. 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 (attached with Section-III of Bidding Documents

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	“Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.”.

**Form of Insurance Surety Bond towards Performance Security  
(To be suitably incorporated by concerned package coordinator)**

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

(In case of Contract awarded to Joint Venture)

Insurance Surety Bond No. ....  
Date.....

To,  
[Employer's Name & Address]

Dear Sirs,

In consideration of the ..... [Employer's Name] ..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to a Joint Venture consisting of M/s..... [1st Partner's Name]..... with its Registered /Head Office at ..... and M/s..... [2<sup>nd</sup> Partner's Name]..... with its Registered /Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. .... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated ..... valued at ..... for ..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....% (..... percent) of the said value of the Contract to the Employer.

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

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(\*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by Joint Venture consisting of M/s..... [1st Partner's Name]..... and M/s..... [2nd Partner's Name]..... with its Registered /Head Office at .....on whose behalf this Insurance Surety Bond has been given.

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

**WITNESS :**

1. .... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Designation with Insurer Stamp)

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

2. ....  
(Signature)  
.....  
(Name)  
.....  
(Official Address)

- Notes :**
- (\*) This sum shall be three percent (03%) of the Contract Price.  
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
  - The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
  - The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
  - The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form ....-Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form ... and enclose the same with the Insurance Surety Bond.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**PROFORMA FOR INSURANCE SURETY BOND  
TO BE FURNISHED BY THE EXECUTANT OF DEED  
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

**(To be suitably incorporated by concerned package coordinator)**

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

Insurance Surety Bond No. ....  
Date.....

To,

*[Employer's Name & Address]*

Dear Sirs,

In consideration of .....[Employer's Name]..... (hereinafter referred to as the ‘Employer’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to ..... with its Registered Head Office at..... (herein-after referred to as.....or ‘Contractor’) a Contract for ..... Package for its ..... (Name of Project) ..... vide Contract No. .... dated ..... and the same having been unequivocally accepted by the Contractor resulting in a ‘Contract’, which award is on the strength of Deed of Joint Undertaking dated ..... (hereinafter referred to as ‘Undertaking’) given by M/s..... (Contractor) and by M/s..... (Associate / Collaborator)..... having its registered office at ..... (hereinafter called Associate / Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated ..... and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at ..... for ..... (hereinafter called ‘Sub-Contract Agreement’) and Associate / Collaborator having agreed to provide an Insurance Surety Bond amounting to ..... to the Employer on the terms and conditions specified in the ‘Undertaking’.

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate / Collaborator for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same,

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	“Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.”.

The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate / Collaborator 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 or Undertaking or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurer from its obligations.

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

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

Date this.....day of.....20.....at.....

**WITNESS :**

**WITNESS :**

1. ....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Insurer Stamp)
	Authorised Vide Power of
	Attorney No.....
	Date.....

2. ....  
 (Signature)  
 .....  
 (Name)  
 .....  
 (Official Address)

- Notes :** 1. (@)The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.  
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).  
 3. The Employer shall be the Creditor, the Associate / Collaborator shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.  
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	“Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.”.

**FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND**

Ref. No.:  
@.....

Date:

Dear Sirs,

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

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

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

.....  
(Signature)

.....  
(Name)

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

Dated.....

**SEAL OF BANK/INSURANCE COMPANY**

Note:

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

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

## CHECKLIST

Sl. No.	<i>Details of Checks</i>	Yes/No
a.	Is the BG/INSURANCE SURETY BOND on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
b.	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
c.	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
d.	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
e.	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
f.	Does the Bank Guarantees/INSURANCE SURETY BOND compare verbatim with the Proforma prescribed in the Bid Documents?	
g.	Are the factual details such as Bid Document No., NOA/ LOA/ Contract No./ PO number, Contract Price, Percentage of Advance, Amount of BG/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the BG/INSURANCE SURETY BOND?	
h.	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
i.	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank in line with the provisions of Bid/ Contract documents?	
j.	In case BG/INSURANCE SURETY BOND has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/ Contract documents?	

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**BANK GUARANTEE/INSURANCE SURETY BOND VERIFICATION CHECKLIST**

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

Sl. No.	<i>Details of Checks</i>	Yes/No
a.	Is the BG/INSURANCE SURETY BOND on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
b.	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
c.	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
d.	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
e.	Does the Bank Guarantees/INSURANCE SURETY BOND compare verbatim with the Proforma prescribed in the Bid Documents?	
f.	Are the factual details such as Bid Document No., NOA/ LOA/ Contract No./ PO number, Contract Price, Percentage of Advance, Amount of BG/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly	

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

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

Date :

Signature .....

Printed Name .....

(Designation) .....

Place :

(Common Seal) .....

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee/Insurance Surety Bond.

Certified that the Bank Guarantee submitted has been verified and accepted in line with the prescribed procedure.

Certified that the Bank Guarantee submitted has been verified and accepted in line with the prescribed procedure.

NOTE: (i) The Executive from Concerned Execution Department shall verify the BG/ Scanned copy of BG in the system in line with the prescribed procedure and the same shall be digitally approve in the system. The BG shall not be approved at a level lower than the DGM.

(ii) Dealing Executive of UT at the level of E5/E6 shall certify that BG has been verified from the issuing bank.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



**PROFORMA FOR VERIFICATION OF BANK GUARANTEE/INSURANCE SURETY BOND**

No.

Dated :

The Branch Manager

.....  
.....

Subject: Bank Guarantee/Insurance Surety Bond No.....dated.....for ....(amount in figures and words)....

Dear Sir,

We have received a Bank Guarantee/Insurance Surety Bond under your signature bearing no.....dated.....for ....(amount in figures and words).....on behalf of..... As Bid Security/Advance Payment Guarantee/Contract Performance Guarantee/ other (to be specified)\*\* submitted by .....(mention name and address of the contractor/supplier) in respect of the Contract No.....dated.....The captioned guarantee is valid upto .....

You are requested to kindly return the second copy of the letter by registered post certifying under your Bank's/Insurance company's seal that the above mentioned Bank Guarantee/ Insurance Surety Bond has been properly executed and issued by you or by an authorized officer of the Bank/Insurer.

Yours faithfully,  
For NTPC Ltd.  
( )  
Name .....  
Designation .....

(\*\*Delete whatever is not applicable)

**CERTIFICATE**

Certified that the aforesaid Bank Guarantee/Insurance Surety Bond has been properly executed by and issued by .....as an authorized officer of the Bank/Insurance company with the particulars mentioned above, which are verified to be correct.

1. Signature .....
2. Name .....
3. Designation with Bank's/ Insurance company's seal.....
4. Power of Attorney Signing Power No.....

Regd Mail to  
Shri .....  
NTPC LTD

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**PROFORMA FOR LODGING CONDITIONAL CLAIMS UNDER THE  
BANK GUARANTEE/ INSURANCE SURETY BOND  
(To be issued within 30 days prior of expiry of Bank  
Guarantee/Insurance Surety Bond)**

No.

Dated:

The Branch Manager

.....  
.....

Subject: Conditional Claim under Bank Guarantee/Insurance Surety Bond No.....dated  
.....for ....(amount in figures and words).....valid upto.....

Dear Sir,

Please refer to Bank Guarantee/Insurance Surety Bond No.....dated.....for ....(amount in figures and words).....valid upto.....issued by you on behalf of .....(mentioned name and address of the contractor/supplier) in our favour towards the Contract No..... dated..... being Bid Security/Advance Payment Guarantee/Contract Performance Guarantee/ other (to be specified) \*\*\*

The captioned Bank Guarantee/Insurance Surety Bond to valid up to.....We do hereby lodge our claim/demand in terms of Bank Guarantee/Insurance Surety Bond and call upon you to pay the sum of .....(amount in figures and words) being the amount covered under the above Bank Guarantee/Insurance Surety Bond forthwith.

In the event this Bank Guarantee/Insurance Surety Bond is extended and such letter of extension duly executed on stamp paper of requisite value is received by us, this claim may be treated as withdrawn.

This is without prejudice to our rights under the guarantee and under the law.

Thanking you,  
Yours faithfully,  
For and on behalf of  
NTPC Ltd.

(AUTHORISED  
SIGNATORY)

\*\*\*Please strike whichever is not applicable

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

Ref.No.

Date:

**PROFORMA FOR INVOCATION OF BANK  
GUARANTEE/INSURANCE SURETY BOND  
(To be issued before 7 days of expiry of BG to “The Branch  
Manager” of Bank/Insurance company issuing BG/Surety  
Bond)**

The Branch Manager  
.....  
.....

**Subject** : Invocation of Bank Guarantee/Insurance Surety Bond No.....dated.....  
for ....(amount in figures and words).....valid upto.....

Dear Sir,

Please refer to Bank Guarantee/Insurance Surety Bond No.....dated .....for  
.....(amount in figures and words)..... as extended by letter of extension dated..... issued  
by you in our favour on behalf of .....(mention name and address of the contractor/  
supplier)..... towards Contract No.....dated.....awarded by NTPC to the  
Contractor as an Bid Security/ Advance Payment Guarantee/ Contract Performance Guarantee/  
other (to be specified) (#)

In terms of the aforesaid Guarantee, we invoke the said Guarantee and hereby make a demand  
on you to remit a sum of .....(amount in figures and words)..... together with interest\*  
to us immediately by Electronic Fund Transfer (NEFT/RTGS) in favour of NTPC Limited as per  
bank details mentioned below:

Beneficiary: NTPC Limited  
Name of the Bank: State Bank of India  
Account Number: 10813608669  
IFSC Code: SBIN0017313  
Branch Address: 5<sup>th</sup> Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg,  
Gole Market, New Delhi-110001

This supersedes our conditional claim letter No..... dated.....

Original Bank Guarantee/Insurance Surety Bond shall be handed over to you **upon  
successful remittance of funds to NTPC’s above mentioned bank account.**

Thanking you,  
Yours faithfully,  
For and on behalf of  
NTPC Limited

(Authorised Signatory)

\*Delete the portion if not relevant to the particular case  
#Strike whichever is not applicable

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	“Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida.”.

- Note: (1) A copy of the above letter is also required to be sent to Bank's/Insurance company's Head Office.
- (2) In case of hand delivery acknowledgement of Bank/Insurance company is to be obtained on the duplicate copy.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



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**F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE CANCELLED CHEQUE IN ORIGINAL)**

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

**G) BANK ACCOUNT NUMBER**

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

**H) 11 DIGIT IFSC CODE OF THE BANK BRANCH**

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

**I) BANK ACCOUNT TYPE (TICK ONE)**

<b>SAVING</b>	<b>CURRENT</b>	<b>LOAN</b>	<b>CREDIT</b>	<b>OTHERS</b>
---------------	----------------	-------------	---------------	---------------

**IF OTHERS, SPECIFY**

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

**5. PERMANENT ACCOUNT NUMBER (PAN) Enclose copy of PAN Card**

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

**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 Owner 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:**


OFFICIAL STAMP

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

क्यू आर दस्तावेजों का सारांश / SUMMARY OF QUALIFYING REQUIREMENTS (QR) DOCUMENTS

Bidders Name and Address:

सेवा में/ To,  
अपर महाप्रबंधक (मा.सं.-सी एंड पी)/AGM (HR-C&P)  
एनटीपीसी लिमिटेड/ NTPC Limited,  
नोएडा/ NOIDA - 201301.

Dear Sirs,

**(Details pertaining to Technical Qualification of Bidder as per QR)**

**Work Experience Criteria-**

Sl. of NIT	QR Stipulation in NIT	Meet (Yes/No)	Details of Supporting Document enclosed	Brief Details
7.1	The bidder should have executed <b>Civil construction / Civil Renovation works</b> in any institutions / organizations in India during the preceding seven (7) years prior to the date of bid opening.			
7.2	The bidder should have executed work (as defined above at Sl. No.1) in the preceding seven (7) years in India prior to the date of bid opening and having contract value of any one of the following:  a) One executed work having executed value not less than <b>Rs. 71.28 Lakh</b>  OR  b) Two executed each work having executed value not less than <b>Rs. 44.55 Lakh</b>  OR  c) Three executed each work having executed value not less than <b>Rs. 35.64 Lakh</b>  Note-1: The work "executed" means the bidder should have achieved the criteria specified in the QR, even if the			
Tender Ref.		01/HR/Noida/Cont/C-3542		
Name of work /job		"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."		

	total contract is not completed / closed.  Note-2 : In case of contracts under execution prior to the date of bid opening, the value of work completed till the date of bid opening will be considered provided the value of executed work is certified by the employer.			
--	--	--	--	--

To satisfy the qualifying requirements specified, we furnish the following details.

	Name & Address of Client	Description Of work	Contract No.	Value of Work	Date of Issue of work	Stipulated Period of completion	Actual Date of completion	Remarks
Order-1								
Order-2								
Order-3								

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

**2. Bidder is required to attach necessary documents like copy of license(s), copies of work order, completion certificates, agreements, etc. in support of above.**

### **Financial Criteria-**

**(Details pertaining to Financial Qualification of the bidder as per QR)**

Sl. of NIT	QR Stipulation in NIT	Meet (Yes/No)	Details of Supporting Document enclosed	Brief Details
7.3	The average annual turnover of the bidder, in the preceding three (3) financial years as on the date of bid opening shall not be less than <b>Rs. 89.09 Lakh</b>			

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."



<p>Note:</p> <p>(a) While computing the turnover other income shall not be considered.</p> <p>(b) In cases where audited results for the last financial year as on the date of bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.</p> <p>Further a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>				
---	--	--	--	--

We confirm that our average annual turnover of the bidder in the preceding three financial years as on the date of bid opening of techno-commercial proposal is not be less than as above in Sr no. 7.3. In support of above, we are enclosing audited financial statements for the last 3 financial years.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover</b>
1.	2020-21	
2.	2021-22	
3.	2022-23	
	<b>Average</b>	

Place:

(Printed Name).....

(Designation).....

(Common seal).....

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

## क्लाइअन्ट का संपर्क विवरण /CONTACT DETAILS OF CLIENT

सेवा में/ **To,**  
 अपर महाप्रबंधक (मा.सं.-सी एंड पी)/**AGM (HR-C&P)**  
 एनटीपीसी लिमिटेड/ **NTPC Limited,**  
 नोएडा/ **NOIDA - 201301.**

**Dear Sirs,**

To satisfy the qualifying requirements specified, we furnish following details in respect of Orders given at Attachment 12 above:

	<b>Particulars</b>	<b>Order- 1</b>	<b>Order - 2</b>	<b>Order - 3</b>
1.	PO No./Contract/Work Order and Date			
2.	Client name and its address, fax no. & telephone no. (e-mail address)			
3.	Name & Designation of the responsible person in client's organization (e-mail address)			

**Note :**

- Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.
- Bidder is required to attach necessary documents like copies of work order, completion certificates, agreements etc. in support of above.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

सीईओ/सीएफओ प्रमाणपत्र प्रोफार्मा / **PROFORMA OF CERTIFICATE FROM THE CEO/CFO**

**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**

सेवा में/ **To,**

अपर महाप्रबंधक (मा.सं.-सी एंड पी)/**AGM (HR-C&P)**

एनटीपीसी लिमिटेड/ **NTPC Limited,**

नोएडा/ **NOIDA - 201301.**

Dear Sir,

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

Yours faithfully,

Signature .....

Name & Designation .....

Name of the Company .....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**Undertaking from Independent Statutory Auditor**

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

Bid Ref. No:

DATE:

To,

NTPC Ltd.

.....

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

Ref : IFB/Tender no. ....

Name of the Package/ Tender: .....

Dear Sir,

M/s. .... (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of NTPC Ltd.

We, M/s ..... has been appointed as Statutory Auditor for the Bidder i.e. M/s ..... (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

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

1. Doc ref. no. .... dated ..... (name of Documents)

2. Doc ref. no. .... dated ..... (name of Documents)

3. Doc ref. no. .... dated ..... (name of Documents)

All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.

\*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by

M/s. .... (bidder) and hereby certify following:

.....

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

Thanking you,

.....

\* Strike off, whichever is not applicable

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**Undertaking from Third Party Inspection Agency**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: \_\_\_\_\_

Date:

To,  
NTPC Ltd.

.....

Dear Sir,

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

Ref : IFB/Tender no. ....

Name of the Package/ Tender: .....

M/s. .... (hereinafter called Bidder) having Registered office at ..... intend to participate in above referred tender of NTPC Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

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

1. Doc ref. no. .... dated ..... (name of Documents)
2. Doc ref. no. .... dated ..... (name of Documents)
3. . Doc ref. no. .... dated ..... (name of Documents)

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

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

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

Thanking you,

.....

\* Strike off, whichever is not applicable

Tender Ref.	01/HR/Noida/Cont/C-3542
Name of work /job	"Renovation works for construction of cabins with attached toilets for senior officials at NTPC EOC, Noida."

**CONTRACT AGREEMENT**

**(Shall execute after award of contract on Non-judicial stamp paper)**

This Contract Agreement made this \_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between NTPC Limited, a company incorporated under the Companies Act, 1956, having its registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter referred to as "OWNER" or "NTPC" which expression shall include its administrators, successors, executors and assigns) of the One Part: And M/s \_\_\_\_\_ **(Name of the Agency)** \_\_\_\_\_, having its registered office at \_\_\_\_\_ **(Address)** \_\_\_\_\_ (hereinafter referred to as "Contractor" which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the Other Part.

WHEREAS NTPC desirous of \_\_\_\_\_ **(Name of Work)** \_\_\_\_\_ (hereinafter called the "Project") had invited tenders vide NIT No. \_\_\_\_\_ dt. \_\_\_\_\_.

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal bid No. \_\_\_\_ **(Ref)** \_\_\_\_\_ dated \_\_\_\_\_ including its amendments, if any and Owner after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award/ Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluding "Contract", herein after called the "Contract".

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER:**

**1.0 AWARD OF CONTRACT**

1.1 NTPC has already awarded the CONTRACT to the Contractor for the work of \_\_\_\_\_ **(Name of Work)** \_\_\_\_\_ on the terms and conditions contained in its Letter of Award/ Order No. \_\_\_\_\_ dated \_\_\_\_\_ the documents referred to therein and under these presents. The award will take effect for a period of \_\_\_\_\_ from the date as intimated by the Engineer-In-Charge or as stipulated in PO.

The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

**2.0 CONTRACT**

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Letter of Award (hereinafter collectively referred to as "Contract").

**2.1 Contract Documents shall mean: –**

A. Notice Inviting Tender No \_\_\_\_\_ dated \_\_\_\_\_ consisting of:

- i) General Conditions of Contract for Civil Works
- ii) Instructions to Bidders for e-Tendering (Volume – I Section- I)
- iii) Salient General Terms & Conditions (GTC) (Volume – I Section- II)
- iv) Standard Formats & Annexure (Volume – I Section- IV)
- v) Special Conditions of Contract (Volume I, Section- V).

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vi) Technical Specifications and Scope of Work (Volume II) with drawings.

The above drawings are tentative and are meant for bidding purpose only and are not the final drawings nor show the full range of the work under scope of work. Work has to be executed according to the Final drawings with latest additions, alterations and modifications if any from time to time as required or approved by the Engineer-in-Charge and also according to any other relevant drawing that would be supplied to the Contractor progressively during the execution of the Contract.

vii) As per Bid Price Schedule (Volume III).

B. Contractor's Bid No. \_\_\_\_\_ dated \_\_\_\_\_ including its amendments if any received and opened on \_\_\_\_\_ (Techno-commercial bid) & \_\_\_\_\_ (Price bid).

C. The discussions of Pre-bid, if any, incorporated in the bid document.

**2.2 LETTER OF AWARD:** The Letter of Award/Service PO shall mean the Owners letter no. \_\_\_\_\_ dated \_\_\_\_\_ together with its amendments if any.

All the aforesaid Contract Documents and Letter of Award above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents (Volume I to Volume III) in Para 2.1 and 2.2 above and what has been specifically agreed to by the Owner and brought out in its Letter of Award and subsequent amendment if any. Any matter in the Contractor's Proposal referred to in Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the Owner in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to OWNER., For the sake of brevity, this Contract Agreement along with its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

### 3.0 CONDITIONS & COVENANTS

3.1 The scope of work under the Contract shall include \_\_\_\_\_. The detailed Scope of work is mentioned in the Technical Specification & Scope of Work (Volume II) as per Tender enquiry ref no. \_\_\_\_\_ dated \_\_\_\_\_.

3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.

3.3 The scope of Works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

3.4 The progress of work shall conform to the agreed work schedule.

3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.

3.6 Time is the essence of the Contract and it shall be strictly adhered to.

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4.0 The total contract price excluding taxes, for the entire scope of this contract as detailed in Letter of Award/Purchase Order is **Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_ Only).**

5.0 The Terms of Payment is governed by Salient General Terms & Conditions (GTC) (Volume – I Section- II).

**6.0 NO WAIVER OF RIGHTS:**

6.1 Neither the inspection by the Owner or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Owner or the Engineer-in- Charge for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

**7.0 SETTLEMENT OF DISPUTES**

7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement of Disputes as specified in Clause 54.0 of the GTC (Volume I Section II) as amended and the provisions of the Arbitration & Conciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned/speaking award.

**7.2 Governing Laws**

The laws applicable to this contract shall be the laws in force in India.

**7.3 Notice of Default**

The Owner may terminate the Contract, by not less than thirty (30) days’ written notice of termination to the Contractor by Engineer, to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of Clause No 56.0 of GTC, Volume I Section II and sixty (60) days’ in the case of the event referred to in (e) Clause No 56.0 of GTC, Volume I Section II.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution there-of has been approved by the competent authorities of both the parties) on the day, month and year first mentioned above.

**FOR AND ON BEHALF OF  
NTPC LIMITED**

**WITNESSES:**

1. ....  
(Signature)

: .....  
(Owner`s Signature)

.....  
(Name)

: .....

2. ....  
(Signature)

.....

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(Name)

**: FOR AND ON BEHALF OF**  
**M/s \_\_\_\_\_**

1. ....  
(Signature)

: .....  
(Contractor's Signature)

.....  
(Name)

: .....  
(Designation)

.....  
(Designation)

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(लिफाफा-2 में जमा करें/ TO BE SUBMITTED IN ENVELOPE 1 'INDEMNITY BOND')

**Performa for Indemnity Bond to be executed by vendor/Contractor in compliance of all statutory labour laws (Non-judicial stamp paper of Rs.100/- and to be executed by the authorized person to sign the bid)**

**INDEMNITY BOND**

This indemnity bond is made this .....day .....by M/s.....  
 .....having its registered office at .....(hereinafter called vendor/Contractor which  
 expression shall include its successors and permitted assigns) in favour of M/s NTPC Limited having its registered office  
 at NTPC Bhawan Scope Complex, 7 Institutional Area Lodhi Road, New Delhi and its project/station/corporate office at  
 .....(hereinafter called "NTPC" which expression shall include its successor and assigns).

Whereas as NTPC has issued enquiry No.....dated ..... for the work of  
 .....and contracting agency has to ensure compliance of all statutory labour laws as applicable from time  
 to time and abide by all statutory requirements applicable from time to time at their end.

And whereas in lieu of Clause No. 6.1 and 6.2 of the GTC, Contractor is required to execute an indemnity bond in favour  
 of NTPC to bear the liability in case there is any instance of non-compliance of applicable laws.

**Now, therefore this indemnity bond witnesses as follows:-**

The Contractor agency shall, at its own expanses, defend and indemnify the owner (NTPC) against all claims on  
 accounts of non-compliance of the statutory laws that may be raised by workers/enforcement authorities in respect of the  
 contract.

The Contractor shall expeditiously extinguish any such claims and shall have full right to defend itself there form. The  
 owner shall not pay any compensation to a third party resulting from such non-compliance and the Contractor shall be  
 fully responsible for the same, including all expenses and court and legal fees.

If due to any reason whatsoever NTPC is made liable to meet any obligation under any of the said laws and enactments  
 etc. for any reason whatsoever, the same shall be recovered from the CPG/Security Deposit of the Contractor with NTPC  
 or from the bills payable to him or failing which it shall be recovered as per law. Final payment to the Contractor by the  
 owner will note be made while any such suit or claim remains unsettled.

This indemnity Bond is irrevocable.

In witness whereof the Contractor has here-unto set the hand through its authorized representative under the common  
 seal of the company, the day, month and year first above mentioned.

Witness 1	For & on behalf of M/s.....
Name.....	Name.....
Signature.....	Signature.....
Address .....	Designation.....
Witness 2	Authorized representative
Name.....	
Signature.....	

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Address .....

अनुलग्नक-15.1 / Annexure 15.1

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

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

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

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

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

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

Signature with Seal

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**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND STATUTORY REQUIREMENTS TO  
BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

**CERTIFICATE NO. CCP – 10**

**NAME OF PACKAGE:**

**LETTER OF AWARD/NOA/ CONTRACT  
NO. :**

**NAME OF CONTRACTOR:**

**DATED:**

**PROJECT:**

This is to certify that we have made all labour payments including PF Liabilities in respect of the above-mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Signature: .....

Date: .....

Name: .....

Place: .....

Designation: .....

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**PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR****(TO BE ISSUED BY THE CONTRACTOR)****CERTIFICATE NO. CCP-11**

**NAME OF PACKAGE:** **LETTER OF AWARD/NOA/ CONTRACT NO. :**

**NAME OF CONTRACTOR:** **DATED:**

**PROJECT:**

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from NTPC Ltd. in respect of our aforesaid LOA/Contract No..... dated.....including amendments, if any, issued by NTPC Ltd., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with NTPC Ltd. under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favor of NTPC Ltd. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature: .....

Date: .....

Name: .....

Place: .....

Designation: .....

(Company Common Seal)

***(This certificate shall be accompanied by the Power of attorney of the signatory)***

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## **SCOPE OF WORK, TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT**

**Name of Work : Renovation Works for construction of cabins with attached toilets for Senior officials at NTPC EOC, Noida.**

### **1.0 Scope of Work:**

Under the scope of work agency shall carry out Renovation Works for construction of cabins (8 No's approx.) with attached toilets for Senior officials at NTPC EOC, Noida complete as per BOQ, PO terms & conditions, technical specifications and as per direction & to the satisfaction of Engineer-in-Charge at NTPC EOC campus, Sector-24, Noida.

The work includes dismantling/modification of existing facilities like partitions, false ceilings, flooring, aluminum doors & windows, water supply lines, soil waste pipes, sanitary fittings, finishing, wood work, masonry work, cladding work, HVAC system, Fire detection system, internal electrification etc and renovating this area by providing civil works like partitions, false ceilings, flooring, aluminum doors & windows, water supply lines, soil waste pipes, core cutting work, sanitary fittings, finishing, wood work, masonry work, cladding work, HVAC system, Fire detection system, internal electrification etc as per technical specifications, BOQ and drawings, for Renovation Works for construction of cabins with attached toilets for Senior officials from 1<sup>st</sup> to 2<sup>nd</sup> floors at NTPC EOC, Noida.

IT & AV works are not under the scope of this contract.

It is mentioned here that the work site is situated inside the NTPC EOC office campus which is fully functional and needs special care during the work execution with respect to safety and least disturbance to the surrounding users working in the office.

The design and drawing for all plumbing works (water supply and drainage scheme etc.) will be in the scope of Bidder for which nothing extra shall be payable.

The work involves:

1. The agency shall carry out dismantling/modification of existing facilities like partitions, false ceilings, flooring, aluminum doors & windows, water supply lines, soil waste pipes, sanitary fittings, finishing, wood work, masonry work, cladding work, HVAC system, Fire detection system, internal electrification etc as per approved drawings.
2. The agency shall prepare & submit all shop drawings with details of items for all works including plumbing piping, soil waste piping work, etc for approval of NTPC.
3. The agency shall renovate this area by providing civil works like partitions, false ceilings, flooring, aluminum doors & windows, water supply lines, soil waste pipes, core cutting work, sanitary fittings, finishing, wood work, masonry work, cladding work, HVAC system, Fire detection system, internal electrification etc as per technical specifications, BOQ and approved drawings , for Renovation Works for construction of cabins with attached toilets for Senior officials from 1<sup>st</sup> to 2<sup>nd</sup> floors at NTPC EOC, Noida..
4. The agency shall carry out the works as per approved layout drawings to be provided by NTPC and as per direction of EIC.
5. As the renovation work also involves IT related works i.e. LAN Cable laying, fixing of I/O points & switch, etc which are not covered in this contract and shall be carried out by through

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separate PO, so the agency shall inform the NTPC IT team prior, before starting the civil related renovation work so the aesthetics of office is maintained.

6. The vendor shall submit safety plan for approval of NTPC before start of work.
7. The contractor shall submit the following for the execution of all BOQ items and other activities/sub activities under the scope of work:
  - i. Manpower deployment schedule.
  - ii. Arrangement & fixing details of Scaffolding, platform, wire netting etc as per site requirement.
  - iii. Details of Tools, plants & equipment to be used.
  - iv. Arrangement of materials, storage, fixing/applications etc.
  - v. Documents submissions, recording & maintaining.
  - vi. Safety arrangements details etc.
8. Arrangement of scaffolding and wire netting (as per site requirement) for safety measures during the renovation works.
9. It is to be noted that DSR 2021 Code No. is indicated for DSR items in SCHEDULE-I CIVIL WORKS. The description of item as well as unit given for DSR items, shall also be read in conjunction with description and unit of respective item corresponding to DSR 2021 code no. specified in 'DSR 2021 (DELHI SCHEDULE OF RATES 2021)' for any discrepancy.
10. It is to be noted that DSR (E&M) 2018 Code No. is indicated for DSR items in SCHEDULE-II HVAC WORKS. The description of item as well as unit given for DSR items, shall also be read in conjunction with description and unit of respective item corresponding to DSR(E&M) 2018 code no. specified in 'DSR(E&M) 2018 (DELHI SCHEDULE OF RATES (E&M) 2018 for any discrepancy.
11. It is to be noted that DSR (E&M) 2018 Code No. is indicated for DSR items in SCHEDULE-IV ELECTRICAL WORKS. The description of item as well as unit given for DSR items, shall also be read in conjunction with description and unit of respective item corresponding to DSR(E&M) 2018 code no. specified in 'DSR(E&M) 2018 (DELHI SCHEDULE OF RATES (E&M) 2018 for any discrepancy.
12. The unit rates of DSR 2021 in SCH-I (Civil Works) and unit rates of DSR 2018 in SCH-II (HVAC Works) & SCH-IV (Electrical Works) mentioned in the BOQ have been adjusted in GST regime by dividing the respective DSR item rates by a **factor of 1.1405**.
13. The rates/amount provided in the schedule of quantities (BOQ) for DSR items shall be inclusive of all taxes, duties, levies, fees, Royalty etc except Goods & Service Tax (GST), bidder shall quote GST rate separately as per provisions in the BOQ. Bidders are required to quote Premium / Discount in DSR items as per provisions provided in the BOQ.

For non-DSR items, the bidder is required to quote the rates for the individual items (exclusive of GST) and quote GST rates separately as per provisions in the BOQ.
14. NTPC reserves the right to get any other DSR items other than BOQ executed depending on the requirement at same % quoted by agency over or below respective DSR i.e. DSR 2021 for SCHEDULE-I CIVIL WORKS and DSR (E&M) 2018 for SCHEDULE-II HVAC WORKS and SCHEDULE-IV ELECTRICAL WORKS.
15. Also, for non-schedule items (non-DSR items), NTPC reserves the right to get any other item executed depending on the requirement at mutually agreed market rates.

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16. The work shall be carried out as per drawings released for construction, fabrication and other working drawings prepared by the Bidder / Contractor and approved by the Engineer-in-charge, Technical Specifications and the description of the items in this Schedule of Items and the instructions of the Engineer-in-charge.
17. Detail of work provided in the Schedule of items but not covered in the Technical Specifications/Drawings shall be executed strictly as per the instructions of the Engineer-in-charge.
18. Unless specifically mentioned otherwise, in the bid document, the rate for all items of the Schedule of Items shall include complete cost of all labour, material except noted otherwise, equipment, erection and dismantling of necessary scaffolding, levies, taxes, duties, all transportation, handling, storage, wastage, repairs, rectification, maintenance until handing over, revenue expenses, contingencies, overheads, profits, all incidental items not specifically mentioned but reasonably implied for and necessary to complete the work according to the Contract. The rates shall also be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be.
19. Series & Make of all sanitary fittings & accessories shall be same as per Drawings, BOQ & Instructions of the Engineer-In-Charge.
20. Any item mentioned in the Schedule of items may or may not be executed and no claim by the contractor shall be entertained on this account.
21. The contractor has to take Consent/ permission from Engineer-in-charge for execution of items.

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**Specifications, Scope of work for Electrical renovation works for construction of cabins with attached toilets for Senior officials at NTPC EOC, Noida.**

**A. ELECTRICAL WORK**

**1.0 GENERAL & SCOPE OF WORK**

**1.1 General**

The electrical Installation work shall be carried out in accordance with Indian Standard Code of Practice for Electrical Wiring Installation IS:732-1989 and IS:2274-1963. It shall also be in conformity with the current Indian Electricity rules and regulations and requirements of the Local Electricity Supply Authority and Fire Insurance regulations, so far as these becomes applicable to the installation. Electrical work in general shall be carried out as per following CPWD Specifications with up to date amendment.

- General Specifications for Electrical Works.  
(Part I - Internal) - 2013.

Wherever this specification calls for a higher standard of material and or workmanship than those required by any of the above mentions regulations and specification then the specification here under shall take precedence over the said regulations and standards.

**1.2 Scope of Work**

The scope of work under this specification shall include Design as per NTPC Drawing, BOQ, Fabrication, Supply, Storage, Erection, Testing and Commissioning of following items for complete internal electrification of as per standard drawing as given by NTPC

The items/activities covered under electrical works shall include the following.

- i) Point wiring of all lights, light plug points, fans, general purpose power points etc. including squire type modular light & power accessories complete in all respect.
- ii) Light fixtures & fans.
- iii) Earthing connections of complete electrical installations.
- iv) Scope of work shall include supply, installation, testing and commissioning of complete electrical installation as described above.

1.3 The scope shall also include all civil works associated with erection of switch boards and conduit either concealed in walls or ceiling for light points, switch boxes, receptacles and drop below false ceiling, earthing etc. Minor Civil Works like fixing of anchor bolts clamps, cleats and breaking of walls / floor installing conduits / cables / earthing conductors etc. and sealing of walls / floors afterwards shall also be included in the bidder's scope. It shall also include trunking (including supply of required necessary items) of laid surface conduits.

1.4 All fixtures, wiring accessories, switches/sockets etc. shall be procured by contractor for erection.

1.5 All equipment's shall be designed for an ambient temperature of 50<sup>0</sup> C and 100% Relative Humidity. It is the responsibility of the contractor to survey the site and acquaint himself

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to prevailing site conditions before quoting. Failure on this account shall not relieve the contractor of his responsibility to execute the contract to suit the site conditions.

1.6 It is not the intent to specify completely here in all aspects of design and constructional features of equipment's and details of the work to be carried out, nevertheless, the equipment and work shall conform in all respects to high standards of Engineering, design and workmanship and shall be capable of performing in continuous commercial operation in a manner acceptable to the owner who will interpret the meaning of the specifications and drawings and shall have right to reject or accept any work or material which in his assessment is not complete to meet the requirement of these specifications and or applicable codes and standards mentioned elsewhere in these specifications.

## 2.0 **CONDUIT WIRING SYSTEM**

### 2.1 **Type and Size of Conduit**

Point wiring for lights, fans, exhaust fans, call bell, power point, circuit wiring & sub-main wiring shall be carried out as per General Specification for Electrical Works (Part-Internal)-2013. Conduiting work for Internal Electrical Work shall be carried out in recessed/concealed system.

Conduits shall be Medium gauge rigid PVC. Conduits shall be ISI marked conforming to IS: 9537 (Part-3)-1983. All conduit and conduit accessories shall be of PVC. Minimum size of conduit shall be 20mm. Conduit shall be fixed on ceiling, wall or above false ceiling. All conduits shall be concealed in wall and ceiling etc. or on fixed on surface of wall with clamps at regular interval as called for elsewhere. For termination of PVC conduits into switch outlet boxes, PVC female adapters shall be used. Wherever conduit run exceeds 10 metre, circular junction boxes shall be provided to facilitate pulling & inspection of wires. Inspection boxes shall be suitable located in coordination with the Engineer-in-charge. Conduits shall be bend using suitable size springs. Long radius bends shall be provided. Heating shall not be used to bend the conduits. Size of conduit shall depend upon number and size of wires to be drawn.

### 2.2 **Fixing of Conduits**

#### 2.2.1 **Conduit**

For recess / concealed wiring the chase in the wall shall be neatly made and of ample dimensions to permit the conduit to be fixed in the manner desired. Entire work of chasing the wall, fixing the conduit in chases and burring the conduit in mortar shall form part of point wiring work.

In case of surface laying the conduit pipe shall be fixed by means of staples or by means of saddles not more than 60cm apart or by any other approved means of fixing. Fixing of standard bends and elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with the long radius which shall permit easy drawing in of conductors. All threaded joints of conduit pipe shall be treated with some approved preservative compound to secure protection against rust. Suitable inspection boxes to the barest minimum requirements shall be provided to permit periodical inspection and to facilitate replacement of wires, if necessary. These shall be mounted flush with the wall. Suitable ventilating holes shall be provided in the inspection box covers. Wherever the length of conduit run is more than 10 metres, then circular junction box shall be provided.

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### 2.3 **Switches**

All 5 and 15Amp switches shall be square type modular of 240 volts A.C. grade. All switches shall be fixed with necessary inner plate, front plate and flush metal box. All 5 Amp socket shall be 5 pin type. All 15 Amp socket shall be 6 pin type suitable for 15/5Amp. All switches, sockets, etc. shall be in white finish. The switches controlling the lights or fans shall be connected to the phase wire of the circuit.

### 2.4 **Wall Sockets**

All 5 and 15Amp socket outlet shall be square type in modular construction and 5 and 6 pin respectively. Each outlet shall have a switch located beside the socket preferably on the same flush cover plate. The earth terminal of the socket shall be connected to the earth wire.

### 2.5 **Circuit Distribution**

- Upto 800 watts or 10 point which ever is less shall be on one lighting circuit.
- Maximum two general power point (16A switch socket outlet) shall be on one power circuit.

### 2.6 **Wiring**

All PVC insulated stranded copper conductor wires shall conform to relevant IS Codes. Cable conductor size and material shall be specified in BOQ.

All internal wiring shall be carried out with PVC insulated FRLS wires of 650/1100 volts grade. The circuit wiring for points shall be carried out in looping in system and no joint shall be allowed in the length of the conductors. Circuit wiring shall be laid in separate conduit originating from distribution board to switch board for light/fan. A light/fan switch board may have more than one circuit but shall have to be of same phase. Looping circuit wiring shall be drawn in same conduit as for point wiring. Each circuit shall have a separate neutral wire. Neutral looping shall be carried out from point to point or in light/fan switch boards. A separate earth wire shall be provided along with circuit wiring for each circuit. For point wiring red color wire shall be used for phase and black color wire for neutral. Circuit wiring shall be carried out with red, yellow or blue color PVC insulated wire for RYB phase wire respectively and black color PVC insulated wire for the neutral wires. Bare copper wire shall be used as earth continuity conductor and shall be drawn along with other wires. No wire shall be drawn into any conduit until all work of any nature, that may cause injury to wire is completed. Care shall be taken in pulling the wires so that no damage occurs to the insulation of the wire. Junction point surface or wall should be covered by 3 SWG SS Plate grade (304)

Before the wires are drawn into the conduit, the conduits shall be thoroughly cleaned of moisture, dust and dirt. Drawing & jointing of copper conductor wires & cables shall be as per CPWD specifications.

### 2.7 **Joints**

All joints shall be made at main switches, distribution board socket and switch boxes only. No joint shall be made in conduits & junction boxes. Conductors shall be continuous from outlet to outlet.

### 2.8 **Main and Sub-main**

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Mains and sub-main cable where called for shall be of the rated capacity and approved make. Every main and sub-main shall be drawn into an independent adequate size conduit. Adequate size draw boxes shall be provided at convenient locations to facilitate easy drawings of the sub-main & main cables. Cost of junction box/drawn box is deemed to be included in the rates of submain wiring. As independent earth wire of proper rating shall be provided for every sub-main. Single phase submain shall have single earth wire whereas three phase submain shall be provided with two earth wire. The earth wire of proper rating shall be fixed to conduits by means of suitable M.S. clips at not more than 1000mm distance.

Where mains and sub-mains cables are connected to the switchgear, sufficient extra lengths of submain and mains cable shall be provided to facilitate easy connections and maintenance. For termination of cables crimping type cable socket/lugs shall be provided. Same color code as for circuit wiring shall be followed.

## 2.9 **Classification of Points**

Classification and measurement of Point wiring shall be as per CPWD specification for Electrical Works (Part I-Internal)-2013.

## 2.10 **Conductor Size**

Wiring shall be carried out with following sizes of PVC insulated stranded single core copper conductor wire/cable.

- |      |                                  |   |           |
|------|----------------------------------|---|-----------|
| i)   | Light point.                     | - | 1.5 Sq.mm |
| ii)  | Ceiling /Cabin/Exhaust Fan Point | - | 1.5 Sq.mm |
| iii) | Call Bell Point                  | - | 1.5 Sq.mm |
| iv)  | Plug Point (6Amp S.S. Outlet)    | - | 1.5 Sq.mm |
| v)   | Circuit Wiring                   | - | 2.5 Sq.mm |
| vi)  | General Power Point              | - | 4.0 Sq.mm |

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**Maximum number of PVC insulated 650/1100 V grade aluminium/copper conductor cable conforming to IS : 694 – 1990 that can be drawn in to PVC Conduit.**

Nominal Cross-Sectional Area of Conductor In sq.mm	20mm		25mm		32mm		38mm		51mm		64mm	
	S	B	S	B	S	B	S	B	S	B	S	B
1	2	3	4	5	6	7	8	9	10	11	12	13
1.50	5	4	10	8	18	12	-	-	-	-	-	-
2.50	5	3	8	6	12	10	-	-	-	-	-	-
4	3	2	6	5	10	8	-	-	-	-	-	-
6	2	-	5	4	8	7	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	2	3	3	6	5	10	7	12	8
25	-	-	-	-	3	2	5	3	8	6	9	7
35	-	-	-	-	-	-	3	2	6	5	8	6
50	-	-	-	-	-	-	-	-	5	3	6	5
70	-	-	-	-	-	-	-	-	4	3	5	4

**NOTE :**

1. The above table shows the maximum capacity of conduits for a simultaneous drawing in of cables.
2. The columns headed 'S' apply to runs of conduits which have distance not exceeding 4.25m between draw in boxes and which do not deflect from the straight by an angle of more than 15 degrees. The columns headed 'B' apply to runs of conduit which deflect from the straight by an angle of more than 15 degrees.
3. Conduit sizes are the nominal external diameters.
4. Conduiting capacity shall be considered as mention under clause 'B' of this table.

**2.11 INSTALLATION OF LIGHT FIXTURES & FANS**

- 2.11.1 The lighting fixtures to be installed are recessed mounting type only. The all LED fixture shall be installed as resting on T bars of false ceilings and suspended from ceiling via hooks or chains(not less than two per fixture) with height adjustable arrangement Their installation shall be such that the load of the fixtures is taken care by the suspending chain, not by the false ceiling. The price quoted by bidder for supply and installation of the fixtures shall include all materials like chain, fixing arrangement, adjustment mechanism etc. NTPC shall not pay any extra on any account for the same. The down lighters shall be installed on the false ceiling and its load shall be taken care by false ceiling. The location of fixture mounting will generally be indicated on the layout

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drawing. The exact mounting will however be decided at site depending upon the actual space / other facilities available at site.

- 2.11.2 Installation of bracket fans shall include fixing of mounting MS Hooks/ clamp etc in the wall including supply of MS Hooks/clamps and any other material / services required for the same.

## 2.12 **EARTHING**

### 2.12.1 **General**

All the non-current metal parts of electrical installation shall be earthed properly. All metal conduits trunking, switch boxes, outlet boxes, and all other parts made of metal shall be bonded together and connected by means of specified earthing conductors to the existing earthing system. Earthing work shall conform to CPWD General Specifications for Electrical Works.

### 2.12.2 **Sizing of Earthing Conductor**

All fan regulators, 5 and 15Amp outlet points, switch boxes shall be earthed with 1.5 SQMM PVC insulated copper conductor or as indicated in BOQ whichever is higher. Separate earth wire shall be drawn alongwith each circuit. The colour of earth wire shall be green.

## 3.0 **TESTING AND QUALITY ASSURANCE.**

- 3.1 Inspection & testing of the installation shall be carried out as per NTPC representative guidelines.
- 3.2 Testing of earth continuity path.
- 3.3 Testing of Polarity of non-linked single pole switches.
- 3.4 In a 2 wire installation the test shall be made to verify that all non linked single pole switches have been fitted in the same conductor throughout and such conductor shall be labeled or marked for connected to an outer or phase conductor or to the non-earthed conductor of the supply.
- 3.5 In a three wire or a four wire installation, a test shall be made to certify that every non-linked single pole switch is fitted in a conductor which is labeled or marked for a connection to one of the outer or phase conductor of the supply.

## 4.0 **DISMANTLING OF EXISTING FIXTURES / WIRING ETC.**

- 4.1 The scope of work also includes the job of dismantling of existing lighting fixtures, switches, sockets, wiring, conduits, PA system speaker boxes and other electrical accessories.
- 4.2 The bidder shall ensure that all dismantled material shall be properly segregated and stored at a place indicated by engineer in charge.
- 4.3 The bidder shall dismantle all LED lights fittings, Fan, Exhaust fan and all sizes of wires shall hand over the same along with PA system speakers to NTPC without extra cost, no any financial cost shall be borne by NTPC against dismantling works.
- 4.4 List of approved make for materials for renovation works.

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<b>S. No</b>	<b>Name of material</b>	<b>Approved Make</b>
<b>A – ELECTRICAL WORKS</b>		
1	Modular Switches / sockets/switch board accessories, wiring 3 Phase Industrial Socket with MCB	Legrand Mosaic/ Simens /Havells/ L&T
2	Wires	Havells/ Polycab/KEI/Finolex
3	Conduits & Accessories	ISI Marked
4	Wall fans	Usha/ Crompton/Bajaj/Khaitan
5	LED Light Fittings	Wipro / Philips / Bajaj
6	MCB, DB, Industrial sockets,	Legrand/ L&T Hager/ Siemens/Havells

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## **Special Conditions of Contract:**

1. Details of the items under the Schedule of Items shall be read in conjunction with the corresponding Technical Specifications, Drawings, Special Conditions of Contract and other Tender Documents.
2. The Contract shall be on "FIRM PRICE" basis and the contract price shall not be subject to any adjustment for price escalation during the currency of contract.
3. **Completion Schedule:** The work shall be completed within 06 (six) months from the date of award of contract or from the date of commencement of contract as confirmed by Engg.-In-Charge.
4. On award of the work, the contractor shall submit a schedule of work for approval by NTPC. All dates and time schedule agreed upon shall be strictly adhered to.
5. **COMPENSATION FOR DELAY:** Clause No 71 of GTC is applicable for compensation for delay.
6. No material shall be issued by NTPC.
7. During execution of the contract, Electricity and water shall be given to agency at nearest available point free of cost by NTPC. Onward arrangement for power supply & water (if required) shall be in agency's scope.
8. The agency is advised to visit our office and see the site, before quoting its rate, to familiarize itself with the nature of work. Ignorance of site conditions and any data shall not be accepted as a basis of claims of any compensation whatsoever in future.
9. The details given in the tender documents are tentative only and exhaustive. Further necessary details as per requirement during the course of execution of the work will be issued by NTPC from time to time and the work will be performed and completed strictly in accordance with.
10. **Quantity Variation:** For individual BOQ item(s)/sub-item(s) of work, there shall be no deviation limit on the extent of deviations/variations over the original value/quantity of the individual items. However, the overall variation in contract price shall be limited to (+)/(-) 20% .
11. The contractor shall keep the site of works neat and clean during the execution of the work. Any debris found at or near the site of work shall be removed immediately.
12. **Defect Liability Period:** The work executed by the agency shall have a defect liability period of 12 months from the date of completion of the work.
13. As the work site is situated inside the campus which is in fully functional, special care is required during the work execution with respect to safety and least disturbance to the surrounding users.
14. The prices are inclusive of all applicable taxes except GST. GST shall be paid extra by NTPC. Income tax, turn over tax or any other tax as applicable as per Govt rules shall be deducted at source while releasing the payment to the contractor.
15. For any matter not covered by the specifications provided by NTPC, CPWD specifications shall be followed. In case of non-availability of any particular specification in CPWD specifications, latest

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IS codes/good industry practice shall be applicable. The method of measurement shall be in accordance with CPWD practice as outlined in CPWD specifications amended upto latest.

16. All bought out items for the work shall be of approved Makes & as per the technical specifications. Any material brought at site shall be got checked by NTPC before using in the work.
17. For any discrepancy in the BOQ DSR items, the relevant DSR code, unit and description of items shall be read.
18. **Payment Terms:** Progressive Monthly running bills along with digitally signed invoice & supporting documents shall be submitted by vendor for the work executed in the preceding month and 100 % payment shall be paid within 30 days of submission of bills complete in all respect after certification of the Engineer-in-Charge.
19. During the execution of work, the agency shall deploy a supervisor/engineer with active mobile phone. The supervisor/engineer shall have minimum three years' experience in civil construction/maintenance works, who shall supervise the work and should be available at site for taking instructions from Engineer-in charge or his authorized representative. The supervisor/engineer will meet Engineer-in-charge or its authorized representative on daily basis and he will apprise him about daily progress of work. Non-compliance of this clause or absence of above-mentioned supervisor will attract penalty of ₹1500.00 per day. The vendor shall submit documentary evidence in respect of above mentioned experience of supervisor/engineer.
20. For non-supply, late supply or non- availability of any material in the market, the department shall not be responsible.
21. Rates of items shall be quoted inclusive of Supervisor/engineer, labour, materials, material transportation cost, Scaffolding, T&P & other equipments required for carrying out work specified in BOQ.
22. In case, any person is found giving poor workmanship / misbehavior etc., the agency will replace such person(s) from the work as directed by Engineer-in charge.
23. The agency has to properly dispose off all the unserviceable/dismantled material from site. However, any serviceable material shall be stacked at a desired location or the same shall be reused as per direction of Engineer in charge. The dismantled usable materials as decided by EIC shall be stacked /stored in the campus as per direction of EIC.
24. Arrangement of all tools and tackles, welding machine, drill machine with bit, stone cutter with blade, etc. as required to complete the job shall be agency's responsibility at its own cost. The contractor shall arrange all T & P at his own cost and nothing extra shall be paid on this account.
25. Arrangement of scaffolding, platform, wire netting, barricading & removal from site after completion of work etc. shall be in scope of agency unless mentioned otherwise. Nothing extra shall be paid on this account unless mentioned otherwise.
26. The agency will work in such a manner, which will not disturb the office/class environment. Certain jobs shall be carried out at the convenience of NTPC, which can only be executed after office/class hours and/or on holidays. To carry out these works, agency shall deploy workers at such convenient timings only. Nothing extra will be payable on account of odd hours of working and/ or waiting time for availability of site for work.

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## 27. **Safety:**

- I. The agency shall make all arrangements for safe working at heights like proper approach, scaffold, platform, wire netting, barricading and signage's around the execution area, industrial safety helmets, safety shoes, reflective jacket, safety goggles, double lanyard full body harness with energy absorber for workers etc. As this is a running office/business school building with movement of employees/workers/vehicles on the peripheral roads, the agency shall take all necessary measures to avoid any injury to them/their manpower/labour engaged/building occupants.
- II. All electrical T&Ps deployed by agency is to be checked and certified fit for use by Electrical department.
- III. The safety PPEs are to be jointly checked by EIC representative and Safety department. All safety PPE's shall be of good quality as per IS standards & of approved makes.
- IV. Safety training shall be provided by the agency to the workforce deployed by agency.
- V. Medical checkup including height test of agency workers shall be done by the agency and only medically fit workers are to be deputed at site.
- VI. Scaffolding to be erected is to be of metallic type. Bamboo scaffolding/Hanging platform (Jhulla) is not allowed.
- VII. Safety nets to be used by the agency shall be of IS standard. The debris falling over the safety net is to be removed on daily basis by the agency.
- VIII. Hard barricading of work location is to be ensured by the agency. Proper signage (Work in progress-Keep away) is to be arranged by the agency.
- IX. The vendor shall submit safety plan of the work for approval of NTPC before start of work.

28. The agency shall be solely responsible for any accidents. NTPC shall not be responsible for any accidents. The agency shall ensure all safety measures for its workers working at heights including use of ISI mark double lanyard full body harness with energy absorber, industrial safety helmet, safety shoes, reflective jackets, safety goggles and other required PPEs.

29. The contractor shall provide necessary barriers, warning signals and other safety measures as required at work site.

30. The contractor shall be responsible for the safety of all workers deployed /engaged by them in the work.

## 31. **PENALTIES:**

- I. If the contractor fails in providing safer working environment as prescribed in General Conditions of Contract relating to safety and health or continue the work even after being instructed to stop the work by Engineer-in-Charge, the contractor shall be penalize @ Rs.5000/-per day or part thereof till the instructions are complied with and so certified by the Engineer-in-Charge. However, in case of accident causing major injury or fatal, the provisions contained below shall also apply in addition to the penalties mentioned in this clause.
- II. If the contractor does not take all safety precautions and/or fails to comply with the Safety rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Employer's employees or any other person who are at the site or adjacent thereto, the contractor shall be responsible for payment of penalty to NTPC as per the following schedule:-

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- a. For fatal accident/injury causing death Penalty @ 10% of the contract value or Rs.5.0 lacs whichever is less for each fatal accident/injury causing death
  - b. Major injury or accident causing 25% or more permanent disablement to workmen Penalty @ 2.5% of contract value or Rs.1.00 lac whichever is less for each disablement injury.
- III. Permanent disablement shall have the same meaning is indicated in Workmen's Compensation Act 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.
- IV. If any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts, reflective jacket, etc. or without anchoring the safety belts, while working at height the Engineer-in-Charge/Safety Officer of NTPC shall have the right to penalise the contractor for Rs.200/-per person per day and such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. Engineer-in-Charge/Safety officer of NTPC will also issue a notice in this regard to the contractor.
32. The Contractor shall follow and comply with all NTPC safety rules, relevant provisions of applicable laws pertaining to the safety of workmen, employee's, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and NTPC safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
33. The agency has to follow minimum wages for contract workers as applicable in NTPC Noida. Presently, NTPC Noida is covered in Category–A cities of central sphere as per classification of ministry of labour and employment, Govt. of India and accordingly wages for this category is applicable for this contract. However, any extra financial implication due to change in any of government guidelines including revision of min. wages shall be borne by bidder without any extra financial implication to NTPC.
34. The contractor shall fulfill all statutory requirements such as worker's wages, PF, ESI etc. as per government rules. The contractor shall submit the following documentary evidences in respect of all the workers including supervisor/engineer to be deployed for work:
- i. Coverages in ESI scheme under ESI Act.
  - ii. Membership under EPF
35. It shall be the liability of the contractor to take the insurance policy/policies for its workers/staff to be deployed at site.
36. The agency will be responsible for taking out any appropriate insurance coverage at their own cost as may be required for successful completion of the job. The insurance shall protect the Contractors against all claims applicable under the Workman's Compensation Act, 1948. Contractor shall arrange necessary insurance cover for any persons deployed under the Contract in connection with the work/services even for short duration. NTPC shall not entertain any claim arising out of mishap, if any that may take place. However, in respect of the Contractor's worker those are covered under the ESIC benefits, the separate insurance coverage is not required for them as the workman is entitled to get compensation from ESIC.

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37. Since our office is registered under UP Dookan and Vanijya Adhistan Adhinium 1962, agency shall follow all statutory provisions as per this act.
38. Progressive monthly running bills along with worker's wage sheet, wage payment proof, PF/ESI challan and other required statutory documents shall be submitted by vendor for the work executed in the preceding month and 100 % payment shall be paid within 30 days of submission of bills complete in all respect after certification of the Engineer-in-Charge.
39. The General Conditions of Contract (GCC) for civil works shall also be binding besides the above conditions and SCC.

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<b>Independent External Monitor/Remarks</b>					
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Civil Works	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	120	<b>Period Of Work(Days)</b>	180
<b>Location</b>	EOC Noida Office EOC, SECTOR-24, NOIDA 201301	<b>Pincode</b>	201301	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	EOC Noida Office
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	25-Oct-2023 06:55 PM	<b>Bid Opening Date</b>	10-Nov-2023 02:30 PM
<b>Document Download / Sale Start Date</b>	25-Oct-2023 06:55 PM	<b>Document Download / Sale End Date</b>	09-Nov-2023 02:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	25-Oct-2023 06:55 PM	<b>Bid Submission End Date</b>	09-Nov-2023 02:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice_Inviting_Tender	303.74

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	ATC.pdf	ATC	2230.12
	2	Tender Documents	Technical_specification_and_Scope_of_work.pdf	Technical_specification_and_Scope_of_work	344.47
	3	Tender Documents	Annexure1ofBOQfordetailspecificationofitems.pdf	Annexure 1 of BOQ for detail specification of items	7189.36
	4	BOQ	BOQ_83999.xls	BOQ	446.00

**View GTE Details**

S.No	Particulars	Expected Value	Mandatory
1.0	Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender.	Yes	Yes
2.0	Do you accept Bid Security Declaration	Yes	Yes
3.0	Do you accept NTPC Safety Rules	Yes	Yes
4.0	Do you accept the Fraud Prevention Policy of NTPC	Yes	Yes
5.0	Do you accept Withholding and Banning of Business Dealing Policy of NTPC	Yes	Yes
6.0	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	Yes	Yes
7.0	Do you certify full compliance to all provisions of Bid documents	Yes	Yes

**Auto Extension Corrigendum Properties for Tender**

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	1	4
2.	1	4
3.	1	4

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	skjambhale@ntpc.co.in	Sanjay Khatal Jambhale	SANJAY KHATAL JAMBHALE
2.	sanjayksharma@ntpc.co.in	SANJAY SHARMA	SANJAY KUMAR SHARMA
3.	achyutroy@ntpc.co.in	ACHYUT ROY	ACHYUT ROY

### **Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	No
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

### **Tender Inviting Authority**

<b>Name</b>	Sanjeev JainDGM HR Contract and Procurement
<b>Address</b>	EOC Noida Office EOC, SECTOR-24, NOIDA 201301

### **Tender Creator Details**

<b>Created By</b>	SANJAY SHARMA
<b>Designation</b>	DGM(MMG)
<b>Created Date</b>	25-Oct-2023 04:39 PM