

# ***NTPC Limited***

(A Government of India Enterprise)



## **BIDDING DOCUMENTS**

**FOR**

**Procurement of Biomass Pellets on FOR  
Power Station basis for  
NTPC's Solapur STPS**

**VOLUME- I, II, III,IV & V**

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

**BIDDING DOCUMENTS  
FOR  
Procurement of Biomass Pellets on FOR Power Station basis  
for NTPC's Solapur STPS**

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## INVITATION FOR BIDS (IFB)

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

**Procurement of Biomass Pellets on FOR Power Station basis for**  
**NTPC Solapur STPP**  
**(Domestic Competitive Bidding)**

**BID DOCUMENT No. : CS-9571-112-9**  
BiofuelCircle Buy Auction #123

**Date: 22/07/2024**

**1.0 NTPC Limited** invites online Bids through Auction on Biofuelcircle platform (<https://www.biofuelcircle.com>) from **eligible Class-I MSE Bidders** for aforesaid Package as per the scope of work briefly mentioned hereinafter.

### **2.0 Salient Technical Features**

#### **A. Brief Scope of Work**

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

Unloading shall be in the scope of NTPC at Solapur STPP provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting.

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

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

**3.0** NTPC intends to finance the aforesaid Package through Own resources/Domestic Funds.

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

Issuance of IFB	22.07.2024
IFB/Tender No	CS-9571-112-9
Documents download start date	22.07.2024
Last date for receipt of queries from bidders (if any)	02.08.2024
Bid submission /Auction date & time	19.08.2024 at 1100 hrs (IST)
Cost of bidding document	free of cost

Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur Power Plant

INVITATION FOR BIDS (IFB)

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## INVITATION FOR BIDS (IFB)

**5.0 MSE Benefits:** Benefits under PPP 2012 for MSEs are applicable only for **(a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.** For availing MSE benefits, bidder shall confirm that Biomass Pellets, offered / quoted are manufactured by them. For applicability of MSE benefits, bidder shall refer to the Bidding documents. MSE benefits, bidder shall refer to the Bidding documents.

**6.0** A complete set of Bidding Documents may be downloaded by any interested Bidder free of cost through website (<https://www.biofuelcircle.com>). For logging on to the Biofuelcircle's site, the bidder would require user id and password which can be obtained by registration at Biofuelcircle's web page.

### **7.0 Qualifying Requirements for Bidders:**

- i. The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT).
- ii. The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India / Overseas Corporate Bodies having its registered office in India.
- iii. Bidding for the subject package is open to bidders from within the Employer's country only, ***subject to fulfillment of conditions "Restrictions on procurement from a Bidder of a country which shares a land border with India"***.

Bidder shall provide the documents in support of the type of firm/ company they own. In case of Individual applicant, Proof of Nationality and age like voter cards, passport etc. may be submitted at the time onboarding on <https://www.biofuelcircle.com>.

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

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

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

## INVITATION FOR BIDS (IFB)

### 11.0 Address for Communication

DGM (CS) / Sr. Manager (CS)

NTPC Limited,

6th Floor, Engineering Office Complex,

Plot No. A-8A, Sector 24, NOIDA,

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

Telephone No. : 7588183985 / 9650998784

e-mail : [sthareja@ntpc.co.in](mailto:sthareja@ntpc.co.in) / [arvindkumar01@ntpc.co.in](mailto:arvindkumar01@ntpc.co.in)

Websites : <https://www.biofuelcircle.com> or [www.ntpc.co.in](http://www.ntpc.co.in) or [www.ntpctender.com](http://www.ntpctender.com)

### 12.0 Registered Office

NTPC Limited

NTPC Bhawan, SCOPE Complex,

7, Institutional Area, Lodi Road,

New Delhi – 110003

Corporate Identification Number: L40101DL1975GOI007966, Website: [www.ntpc.co.in](http://www.ntpc.co.in)

**VOLUME – II**

**INSTRUCTIONS TO BIDDERS (ITB)**

## A. INTRODUCTION

- 1.0 NTPC invites online bids on Single Stage Composite bid basis from **eligible MSE and Class-I local bidders for the package**, as per the Scope of Work mentioned hereinafter.

Bidding for the package “**Procurement of Biomass Pellets on FOR Power Station basis for NTPC Solapur STPP**” is open to bidders from within the Employer's country. Methodology for submission of bids has been detailed hereinafter in this bidding document.

**Instructions Related to E –Tendering/Market place is also available on:**

<https://www.biofuelcircle.com/>

### 1.1 INTRODUCTION

NTPC Limited (hereinafter referred to as NTPC or the Employer) intent to procure **100 TPD** agro- residue based biomass pellets as per technical specifications mentioned herein, on ‘FOR Destination’ basis at NTPC **Solapur STPP**. The delivery schedule and timely supply is the essence of the contract.

The successful bidder shall ensure supply of agro-residue based biomass pellets as per required technical specifications to NTPC power stations, arranging loading, transportation and delivery at NTPC power stations, specified in detail in clause 8.0 of Technical Specifications and Scope of Work Volume IV in the bidding documents mentioned herewith.

Bidder has to quote their FOR Prices, GCV and Quantity in accordance with the provisions of the bidding documents.

The bidders have to comply with the Qualifying Requirements and Allocation Criteria in accordance with the Quantity for which they intend to quote/participate as specified elsewhere in the Bidding documents.

Online Reverse Auction will be conducted with a floor price decided by NTPC. Bidders will be required to participate in the same to become L1 bidder for consideration of award. A prior intimation of Auction and associated details will be shared on the BiofuelCircle platform. In addition to the Reverse Auction process, other than L1 Bidders, are required to respond to follow-up buy trades published on the platform for allocation of balance partial quantity or to offer opportunity to other bidders for acceptance of L1 bid price, as per the need and sole discretion of NTPC.

### 1.2 General Information

- i. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the employer, and the employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ii. NTPC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action. Decision of Employer will be final and binding in this regard.

- iii. Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder himself, or as a partner in a joint venture or consortium, who submits or participates in more than one bid in this bidding will be disqualified from the bidding.

Multiple bids by the same person (individually or as a part of a Consortium/Subsidiary) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium (Consortium)/Subsidiary, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium/Subsidiary, shall not bid on its own or as a member of a Consortium/Subsidiary for which the bidder or the bidding Consortium/Subsidiary has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.

For the purposes of this clause, the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

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

Bidder's participation in the subject tender/auction is construed as his willingness to accept and comply with all the terms & conditions stipulated in the bidding documents including above stipulation for submission single bid.

- iv. Throughout these Bidding Documents, the term Plant/Project/Station of NTPC appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
- v. Bidder has to get their respective company registered on BiofuelCircle e-marketplace. For KYC process, Bidder will upload documents as mentioned in clause (vi) and also in the designated section of the platform. Team from BiofuelCircle can facilitate for ease of onboarding process.
- vi. Documents required for onboarding of a new customer (Buyer and/or Seller) on the platform are as follows:-
  - a. GST Certificate
  - b. Udyam Aadhar Card
  - c. Business PAN card
  - d. CIN Certificate
  - e. Authorised Signatory's Address proof (Any one of - Passport, Voter ID , DL)
  - f. Authorised Signatory's ID Proof (Any one of - PAN Card , DL)
  - g. Letter of Authority for Platform operation
  - h. Attachment 12: EFT Form-Bank Details - Beneficiary Name , Account Number IFSC Code, Cancelled cheque



- i. Attachment-3: Bidder details as per Employer format along with required documents as mentioned therewith including address of the manufacturing facility.
- j. The supplies under the tender 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 under subject tender. **If any bid/offer received from Non-MSEs/Class-II local suppliers/ Non-local suppliers, the same shall not be considered for finalizing Deal/ award of contract.** Assertion of MSE Bidders shall be done based on UDYAM REGISTRATION CERTIFICATE submitted by them supported by Certificate from Chartered Accountant specifying that Bidder has set-up manufacturing plant for pellets and providing details like manufacturing capacity of Plant for Biomass Pellet Manufacturing etc, along with the Undertaking (**Attachment-9**) in support of the claim that such item(s) are manufactured by the Bidder. The format to be furnished by the Bidder after due certification from practicing chartered Accountant is attached at **Attachment-7B**.

Online verification of registrations is possible through APIs of respective department/Banking system etc.

In case of failure to submission of above documents during onboarding on BiofuelCircle, successful bidders are required to submit all the requisite documents including the documents listed above within 2 days of finalization of Deal on BiofuelCircle's portal for consideration of award of contract.

BiofuelCircle will create a supplier profile of the participants on the portal to evaluate the supplier capability detailed further in this Bidding Documents.

### 1.3 Qualifying Requirement

1. The APPLICANT should be of minimum 21 years of age (in case of individual APPLICANT).
2. The Applicant shall be of Indian Nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Cooperative Societies registered in India AND / OR Non-Resident Indians / Persons of Indian Origin AND / OR a Multi-National Company having its registered office in India registered / Overseas Corporate Bodies having its registered office in India.
3. Bidding for the subject package is open to eligible MSE bidders from within the Employer's country only, subject to fulfilment of conditions "Restrictions on procurement from a Bidder of a country which shares a land border with India". Bidder shall provide the documents in support of the type of firm/ company they own. In case of Individual applicant, Proof of Nationality and age like voter cards, passport etc. may be submitted. In this regard, the data/ details as updated with BiofuelCircle shall be considered for meeting Qualifying requirements.

### 1.4 ALLOCATION CRITERIA

- 1.4.0 Initial quantity allocation to L1 bidder shall be minimum of 20 TPD/bidder and maximum 50 TPD capping at their manufacturing capacity. The bidders will be required to declare their manufacturing capacity (without any adjustments for existing orders) in the supplier profile on the BiofuelCircle Platform and accordingly bid for allocation based on their capacity.

Maximum quantity allocation to a bidder using the methodology described in the previous paragraph will be limited to the manufacturing capacity reflected BiofuelCircle platform as on the date & time of auction or the quantity offered by the bidder, whichever is lower.

- 1.4.1 For allocation of quantity, refer ITB clause 27.5 Quantity Allocation and other provision of bidding document including **Annexure-Alloc-A**.

A Bidder who is participating in this Tender shall not participate in through Partnership firm/ LLP in which he is Partner/ Employee, Company in which he is Director/employee.

- 1.4.2 Bidder shall not be allowed to quote for less than 20 TPD, but NTPC can award less than 20 TPD as per requirement.

## **B. BIDDING DOCUMENTS**

The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.

### **2.0 Content of Bidding Documents**

The bidding documents include the following sections:

- Invitation for Bids (IFB) - Volume - I
- Instructions to Bidders (ITB) - Volume - II
- General Conditions of Contract (GPC) - Volume - III
- Technical Specifications - Volume - IV
- ATTACHMENTS AND FORMS & FORMATS - Volume - V

Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **2.1 Clarification on Bidding Documents**

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-mail or in writing by post at the Employer's address indicated at IFB under Address for Communication. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives not later than the date of Pre-Bid Conference as specified in IFB. EMPLOYER will post the Clarifications at e-tender portal/<https://www.biofuelcircle.com/> and Bidders can view these clarifications once they are posted. Bidders are also advised to regularly check e-tender portal/<https://www.biofuelcircle.com/> regarding posting of clarification/Corrigendum, if any. Further, no queries from Bidders shall be entertained after last date of receipt of Queries.

Should the clarification result in changes to the essential elements of the Bidding Documents, the employer shall amend the Bidding Documents following the procedure under 2.2 below.

The Bidder is advised to visit and examine the Power Stations where the supplies are to be made and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the bid and entering into a contract for supply of the biomass pellets. The costs of visiting the Power Stations shall be borne by the Bidder fully.

The Bidder and any of its personnel will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

## **2.2 Amendment to Bidding Documents**

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendments will be posted on the Biofuelcircle portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check [www.biofuelcircle.com](http://www.biofuelcircle.com) regarding posting of Amendment, if any.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids.

## **2.3 Pre-Bid Conference- Not Applicable**

### **C. PREPARATION OF BID**

#### **3.0 Bidding process shall be followed for the subject Package, as under:**

- 3.1** NTPC shall publish / create Buy through Auction on BiofuelCircle's marketplace. The Auction is conducted by NTPC on BiofuelCircle's online marketplace. By submitting bid, it is construed that Bidder has confirmed their compliance to this provision.
- 3.2** All eligible Class-I MSE suppliers/participants registered on the platform shall be allowed and encouraged to participate in the Auction process. BiofuelCircle shall provide online training to the interested participants prior to the Auction.
- 3.3** BiofuelCircle will create a supplier profile of the participants on the portal to evaluate the supplier capability. Interested Bidders are required to submit all the requisite documents Certificates, Annexure. It shall be free from any ambiguity, cutting or overwriting. Offline document submission shall to be

avoided.

- 3.4** Auction date & time shall be updated on [www.biofuelcircle.com](http://www.biofuelcircle.com). Bidding process briefly mentioned herein this document and guidelines for participation in Auction/ submission of bid shall also be available on the website [www.biofuelcircle.com](http://www.biofuelcircle.com).
- 3.5** A Power of Attorney or Letter of Authority and the Authority of the Person issuing the Power of Attorney shall also be submitted by the bidder duly signed and stamped by the competent authority on company's letterhead.
- 3.6** The Power of Attorney or Letter of Authority as submitted by Bidder during the registration with BiofuelCircle is considered to have effect that the person(s) participating in the online Auction and subsequent operations through the online platform has/have the authority to submit the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 10.0. Accordingly, participation of the bidder in Bidding or auction will be considered valid. By submitting bids or participating in auction for the instant tender, it is considered that the Bidder explicitly agreed to this provision.
- 3.7** Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid/ cancellation of Deal.
- 3.8** If Power of Attorney or Letter of authority submitted by Bidder (including MSE bidder) during registration is not in acceptable form, then same is to be submitted within 2 days of seeking clarification by NTPC. Thereafter in case of non-submission of Power of Attorney by the Bidder, Bids/Deal shall be liable to be rejected by the Employer as being non-responsive.

#### **4.0 LANGUAGE OF BID**

Publishing online trade, Bid & Auction process, Chat box and other instructions available on the platform shall be in English language.

The bid form prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and NTPC shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.

#### **5.0 BID CURRENCY**

All prices to be quoted by the bidders will be in Indian Rupees only.

#### **6.0 BID FORM, PRICES AND IMPORTANT CONDITIONS**

- 6.1** The schedule of quantity with a tentative break-up proposed to be delivered to power Plants of NTPC, within the package, is indicated in the bid documents.
- 6.2** The Bidder has to quote their best prices for supply of Biomass pellets on FOR NTPC plant destination basis based on **floor price of Rs. 2.352 per 1000 kcal (including GST)**.

- 6.3** Bidders are required to quote Quantity (MT per Day), GCV (Kcal/Kg), FOR destination Price (Rs/1000 kcal) (including GST). The total quantity for the Delivery period (3 months i.e. 90 days) in MT and Total Landed Cost (including GST) (in INR/MT) will be calculated automatically.

Evaluation & Award under the package to be made as per the provisions specified under ITB.

- 6.4** Bidder shall undertake that they shall deal directly with NTPC and will not engage any Agent to deal with either BiofuelCircle or NTPC.

By submitting bid, it is construed that Bidder has confirmed their compliance to this provision.

## **7.0 TENDER FEES AND BID SECURITY DECLARATION**

- 7.1** A complete set of Bidding Documents may be downloaded by any interested Bidder from NTPC e-tender website <https://ntpctender.ntpc.co.in/> free of cost. This document will also be available on the site of BiofuelCircle at the time of responding to the trade published by NTPC.

- 7.2** By submitting Bids or participating in the auction, Bidders are deemed to confirm the followings regarding Bid Security Declaration: "We confirm that we have read the provisions of the bidding document, we hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the Bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of **30 days** from the date of withdrawal of the Bid.
2. In addition, we also confirm that in case after having been Registered with NTPC /issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, then we shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the Policy for Debarment from Business Dealings.

## **8.0 Purchase through MSE vendors**

### **8.1 Benefits to MSEs**

Micro and Small Enterprises (MSEs) as per Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit/ Bid Security, if applicable.

**Bids under the instant tender are invited only through MSE (Micro and Small Enterprise).**

**The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.**

As per answer to FAQ no. 18 circulated vide Office Memorandum F.No.22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

MSEs bidders participating in the instant tender/auction should enclose an attested/self-certified copy of registration certificate during registration on BiofuelCircle's platform, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

*UDYAM REGISTRATION CERTIFICATE (URC) may be uploaded as a documentary evidence of their MSE status and Declaration/ Undertaking (as per **Attachment-9**) and Certification from Chartered Accountant (As per Attachment 7B) to avail benefits of MSEs.*

*Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 1st July 2020. **Udyam Registration Certificate shall be the ONLY valid MSME Registration Document.***

**8.1.1 Applicability of MSE Benefits**

For availing MSE benefits i.e. to be eligible to participate in the subject tender/auction, bidder shall confirm that biomass pellets offered and quoted is produced by them.

Further, bidder will be considered as MSE bidder only when Bidder is a manufacturer of biomass pellets.

If the MSE Bidder has only submitted UDYAM REGISTRATION CERTIFICATE and if it is found at any stage that none of the items offered/quoted by the MSE bidders / are manufactured by them, their bid/deal may be liable for rejection or order may be terminated.

**8.2 Preference to Make In India and granting of purchase preference to local suppliers**

8.2.1 Only "MSE Class-I local suppliers" are eligible to bid. Bids received from bidders other than 'MSE Class-I Local supplier shall be outrightly rejected/ their deal shall be cancelled, even if they found to be successful bidders after auction/bidding.

The minimum Local Content shall be:

**Class-I Local Suppliers: 50%**

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

Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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

False declarations will be dealt in line with the Fraud Prevention Policy and Policy for Debarment from Business Dealings.

Note: Import of raw materials is not allowed. Further, Manufacturing and Supply of Biomass pellets shall be from INDIA only.

- 8.2.3 For participation in the bidding/auction, MSE guidelines mentioned above in 8.1 read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB, shall be applicable.

### **8.3 Sourcing of Biomass**

As specified in technical specifications and scope of work.

### **9.0 CERTIFICATE REGARDING NO DEVIATION**

- 9.1 No deviation, whatsoever, is permitted by NTPC, to any provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration.

By submitting bids or participating in auction, it shall be considered as Bidder's confirmation that any deviation to any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.

- 9.2 Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"

- 9.3 By submitting bids or participating in auction, it shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, its bid shall be rejected-

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GPC Clause titled "Termination" and shall be dealt accordingly.

**9.4** Bidders shall certify their compliance to ITB Clause "Preference to Make in India and eligibility for participation".

By submitting bids or participating in auction, it shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Preference to Make in India and eligibility for participation" and its bid is in compliance to this clause.

Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in compliance of ITB Clause regarding "Preference to Make in India and eligibility for participation" in respect of Local content in their bid, same may be treated as false declaration and may be dealt in line with the Fraud Prevention Policy of NTPC.

**9.5** EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**10.0 PERIOD OF VALIDITY OF BID**

**10.1** The bidder is to ensure that its bid initially shall remain valid and open for acceptance for 30 days from the date of submission.

**10.2** In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post, or e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

**11.0 PRICE BASIS**

Bidders are required to quote on FOR station basis as mentioned in detailed IFB. The bidders are required to include all the freight & Insurance (as applicable) charges and all incidentals in the prices quoted.

Prices quoted by the Bidder shall be on **Firm Price basis** as specified in ITB clause 30.

Bidders are required to refer Technical specification Bidding/General instructions before quoting the rates and prices for corresponding items on the platform. It may be noted that the "Item Description", is very brief only and is not exhaustive.

In case of any discrepancies/variations in item Description, the description appearing in Technical Specification shall prevail and it would be deemed that the Bidder has read the Technical Specification Bidding/General Instructions,



Drawings (if any) and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices shall be deemed to include the full scope, as per Technical Specification.

## **12.0 TRANSIT INSURANCE**

Bidder shall be responsible for transportation and safe delivery of material. Transit Insurance charges if any shall be included by the bidder in their quoted FOR prices.

## **13.0 FREIGHT**

The material is to be supplied directly to site at the plants of NTPC mentioned at ITB clause 1.0

Bidder shall be responsible for transportation and safe delivery of material.

The bidders are required to include the freight charges in the prices quoted i.e. quote on FOR destination basis.

## **14.0 DELIVERY START DATE AND DELIVERY SCHEDULE**

**As specified in clause 6.0 of technical specifications and scope of work.**

*Bidder to ensure that manufacturing Plant set up by the bidder is registered with the same Company name through which they have participated in the Bid.*

*For example if 'X' is a Proprietorship Firm/Partnership Firm/ Company/JV Company, then Manufacturing Plant should also be registered in the name of such Proprietorship Firm/Partnership Firm/Company/ JV Company only, as the case maybe.*

*If a bidder participates from a Company named "XXXX", then the Manufacturing Plant should also be registered in the name of "XXXX" only.*

If after award of the Purchase Order/Contract it is found that the manufacturing plant from which supplies are being made, is not registered in the name of the Contractor, to whom Purchase Order/Contract is awarded then the Contract shall be terminated and security deposit of the bidder is liable to be forfeited and bidder is also liable to be debarred for subsequent tenders.

BiofuelCircle platform offers a functionality of creating delivery schedules on the platform. The schedules of delivery as updated/issued separately by NTPC needs to be adhered to by successful bidders.

## **15.0 CONTRACT PERIOD**

A Bidder shall offer to supply pellets for a period of **3 months i.e. 90 days**. Further, start date of supply shall be as specified in clause 6.0 of technical specifications and scope of work.

## **16.0 BID PRICES**

**16.1** For quoting the Bid Prices, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Bid Prices shall be quoted, in accordance with provisions of the Bidding documents.

The Bidder has to quote the total F.O.R. NTPC Station Basis Price including all taxes and duties (incl. GST) in Indian Rupees.

**16.2** The quoted prices are to remain valid during the entire currency of the Contract, till the complete execution.

Bidders to note that Awards under the package to be made would be as per provisions specified under ITB Clause 28. The quoted unit rates of bidders under the various components are to remain valid irrespective of the quantities considered for award to the bidder by the Employer, as per award criteria specified elsewhere in the Bidding Documents.

**16.3** All charges for the entire scope of work should be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

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

**16.5** Under GST regime, if input tax credit (ITC) benefits is available to the bidder, Bidder to quote their Price bids taking the same into consideration. NTPC shall not be in any way, responsible for the same.

**16.6** In the event of any corrections in the Bid, the same should be authenticated by signature of the authorized signatory signing the Bid.

## **17.0 FRAUD PREVENTION POLICY**

The Bidder along with its associate/collaborator/subcontractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its tender website <https://ntpctender.ntpc.co.in> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

Submission of offer/bid by the bidders shall be considered as Bidder's confirmation that Bidder unconditionally adheres to NTPC's "Fraud Prevention Policy".

## 18.0 Format and Signing of Bid

The bid including all documents attached/uploaded on the BiofuelCircle's portal shall be digitally authenticated by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney/Letter of authority as per ITB Clause 3.3.

### D. SUBMISSION OF BID

## 19.0 Bidding Procedure

The auction shall comprise of following inputs from the Buyer side to all the participants –

- Quantity and periodicity of Biomass required.
- Delivery information including Start and end date with minimum offer Quantity, Billing/Shipping location, Truck type etc.
- Floor Price and Target price in RS./1000 Kcal (Inclusive of GST).
- Broad quality parameters including GCV, Moisture etc. contents along with respective tolerance for acceptance and rejections shall also be indicated.

However, Bidders should refer complete set of bidding documents for detailed specifications and terms & conditions.

Standard Auction time duration shall be 60 mins with following time bifurcation: -

Bid Window 1 will be open for 15 mins for all participants to quote their best price to match or above the Floor price displayed on the portal. Buyer may also indicate the target/expected price under the bid window-1.

Subsequent to closure of Bid Window 1, Decision Window 1 remains open for next 15 mins for any decision by the Buyer on the Bids received and/or revising the target price for Bid window-2.

Thereafter, Bid Window 2 is open for next 15 mins for Bidders to either revise the previous Bids or fresh bids submission by other participants. In the bid window-2, bidders are expected to match the target price set by NTPC.

After completion of Bid Window 2, Decision Window 2 gets activated for subsequent 15 mins for the Buyer to decide on the successful Bidders.

Auction training shall be conducted for the participants in advance by BiofuelCircle.

In the event, if the Buyer is not able to procure 100% of the desired quantity in this Auction, the buyer at its own discretion can get Buy trade published separately at the established L1 price. This shall give other bidders an opportunity to accept the established L1 price, if they intend to.

For detailed procedure, bidders may refer **Annexure-Alloc-A**

## 19.1 Bidders shall submit their Bids as per the Terms and Conditions of the Bidding Document

## **20.0 ONLINE SUBMISSION OF BID DOCUMENTS & PRICES**

By participation in the bid or auction, it is construed that the Bidder confirmed their full compliance to all the terms & conditions of the bidding documents including the unconditional Bid Forms, together with its Attachments. No Manual/ Physical Copy of the Bid shall be acceptable.

### **20.1 Full Compliance to all the Provisions of the Bidding Documents**

By submitting bids or participating in auction, it shall be considered as Bidders confirming their acceptance to the following attributes:

1. "Policy for Debarment from Business Dealings"
2. "Fraud Prevention Policy of NTPC"
3. "Full compliance to all provisions of Bid documents?"
4. "Bid Security Declaration".
5. "Full compliance on Qualifying Requirements"
6. "Full compliance on clause as per tender documents On Restrictions on procurement from a Bidder of a country which shares a land border with India".
7. "Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in COMPLETE SCOPE OF SUPPLY meets the MINIMUM LOCAL CONTENT requirements of the Tender".
8. "Full compliance to Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC"
9. Compliance to ITB Clause "Conflict of Interest"

By submitting bids or participating in auction shall be considered as bidder's confirmation that Bidder unconditionally adheres to NTPC's Policy for Debarment from Business Dealings and Fraud Prevention policy uploaded on NTPC tender website (<https://ntpctender.ntpc.co.in>). Further, any deviations, variations and additional conditions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Owner, failing which the Bid shall be rejected.

## **20.2 Price Bid**

20.2.1 Prices be submitted by bidder online on the portal as mentioned below:

Bidders shall be required to quote their prices for biomass pellet for the Project and shall be uploaded in the designated section of the online Auction. Bidders are required to quote Quantity (MT per Day) not more than their manufacturing capacity mapped on BiofuelCircle's portal or 50 TD, whichever is lower, GCV (Kcal/Kg), FOR destination Price (INR/1000 Kcal) (including GST). The Total quantity for 03 months (in MT) and net rate in (INR/1000 Kcal) will be calculated

automatically, which can be viewed by the Bidder.

## **21.0 DEADLINE FOR SUBMISSION OF BIDS**

**21.1** Date for submission of bids / Auction shall be as displayed on BiofuelCircle's portal against the subject package. Auction process shall be of **60 mins** conducted on a working day of the Indian calendar. Bids shall be submitted in compliance to the provisions of the bidding documents during this auction.

In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

**21.2** The Employer may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

## **23.1 MODIFICATION AND WITHDRAWAL OF BIDS**

**23.2** Bidders will be allowed to modify or withdraw their Bids when Bid Window 1 and 2 (each of 15 minutes) are in active mode / operational during the Auction process. Bidders will not be able to modify their bids during Decision Window-1 or 2.

**23.3** No bid may be withdrawn in the interval between the Decision window and the expiration of the bid validity period as specified in ITB Clause 10.0. 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.

## **E. BID OPENING AND EVALUATION**

**24.0 The total Auction process of two Bid Sessions and two Decision Sessions will take 60 minutes.**

- a) Each bidder shall quote their price in (Rs/1000 Kcal including GST), GCV (Kcal/Kg) and quantity (Min 20 TPD and Max 50 TPD) considering the quality parameters as specified by NTPC.
- b) Further, the bidder/seller will be required to match or quote above the displayed floor (benchmark) price on the BiofuelCircle's auction portal during Bid window-1 (15 min). The platform system will display the ranking of the bidders based on the landed price in Rs/1000 Kcal including GST.
- c) During the bid window sessions, bidders are required to quote their lowest prices.
- d) This will be followed by decision window-1(15min) where buyer can compare the L1 price received at the end of Bid window-1, quantities as quoted by L1 Bidders if L1 bid price (Lowest derived RS/1000 Kcal price) is equal to or lower than desired price by the buyer.
- e) Then, NTPC may accept deal with L1 bidder and the deal will be accepted in Decision window-1 for a quantity of quoted or manufacturing capacity of

the successful bidder or 50 TPD whichever is lower.

- f) Further, similar process will be followed in Bid window-2, and L1 will be found out, and NTPC will get a chance to accept.
- g) The bidders evaluation will also be done during the bid based on documents/ data available on the BiofuelCircle's portal. NTPC has all rights to reject a bidder, in case the bidder is found not suitable for supply of Biomass pellets.
- h) Bidders who are debarred under Employer's Policy for Debarment from Business Dealings relating to some other tender/contract shall not be considered for Deal/award.

**24.1 Bidder's attendance during the auction/ Bid opening in NTPC premises is not envisaged.**

The participating bidders will be able to view the bid prices of all the bidders during auction process. However, details of participating sellers are masked.

**24.2 Clarification on Bids**

**24.3** During bid evaluation or Decision Window, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the details mentioned in the bid for the purpose of meeting Qualifying Requirement and Allocation Criteria as specified in bidding documents. The request for clarification and the response shall be in writing through Chat option available on BiofuelCircle's portal only. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

Clarifications can also be sort during the Auction process, through a Chat window being enabled and operational simultaneously.

**25.0 Preliminary Examination of Bids**

**25.1** Employer will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents are generally in order.

**25.2** For this purpose, Employer will refer the documents submitted to BiofuelCircle's as per ITB clause 1.2(vi). Further, any document or bid forms, if not submitted during onboarding of bidder on BiofuelCircle's platform, such documents shall be sought from successful bidders after conclusion of auction. Successful bidders are required to submit such documents within 2 working days.

**25.3** The Employer may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**25.4** NTPC will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that

affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Employer's rights or the Successful bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

**25.5** No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer, by submitting bids or participating in auction, it shall be considered as Bidder's confirmation that any deviation to any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.

**25.6** The Employer's determination of a bid's responsiveness is to be based on the contents of the bid and documents already submitted to BiofuelCircle without recourse to extrinsic evidence and any written clarifications, submitted by the bidder, if sought for by Employer. If a bid is not substantially responsive subject to ITB clause 24.2, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**26.0 QUALIFICATION AND ALLOCATION CRITERIA**

Bidders shall certify their compliance on "Qualifying Requirements". By submitting bids or participating in auction, it shall be considered that bidder certify full compliance on Qualifying requirements".

Employer, by the examination of supplier profiles of each Bidder created at BiofuelCircle's platform and other relevant documents as submitted will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements and allocation criteria stipulated in the bidding documents. The determination will take into account the bidder's financial and technical capabilities, in particular it's contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB Clause 1.4 and 1.5 as well as such other information as Employer deems necessary and appropriate.

Notwithstanding anything stated anywhere else in the bidding documents, Employer reserves the right to seek in writing information relating to qualifying requirements and allocation criteria in addition to details contained in the bid. The bidder shall furnish the required information promptly to the Employer.

NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment either directly or through BiofuelCircle. The decision of NTPC shall be final in this regard. 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 and allocation criteria will be a prerequisite for further evaluation of bid. A negative determination will result in rejection of the Bid.

## **27.0 DETAILED EVALUATION BIDS**

27.1 Employer will carry out a detailed evaluation of the Bids, previously determined to be responsive, in order to ascertain that the bidder fully meets Qualifying Requirements (ITB Clause 1.4) and Allocation Criteria, (ITB clause 1.5) and other provisions of bidding document, thereby eligible for quantity allocation as mentioned under ITB clause 27.5 and other provisions of bidding documents.

27.2 Detailed evaluation of the Bids shall determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors,

i) Overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

ii) Any other relevant factors listed in the General Purchase Conditions, and Instruction to Bidders, or that EMPLOYER deems necessary or prudent to take into consideration.

Detailed Technical evaluation will be carried out to determine as to whether technical aspects are in accordance with the requirements set forth in this document.

Employer's determination of responsiveness will be based on contents of the bid itself and any written clarifications, submitted by the bidder, if sought for by Employer.

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 to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer. In case the Bidder refuses to withdraw deviations implicit or explicit found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected.

27.3 The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. The Bids shall be evaluated for arriving at total FOR NTPC Station basis price as computed in BiofuelCircle's portal.

The tentative schedule of quantity with a break-up proposed to be delivered to Power Plant(s) of NTPC, within the Package, is mentioned at Technical Specifications.



The Evaluated Bid Price shall be arrived at considering the quoted FOR NTPC Station basis prices within the Package, indicated quantities, as further detailed at technical specifications. However, the Quantity Allocation (i.e. actual quantity to be supplied) may vary as per the provisions of the bid documents.

#### 27.4 **Quantity Allocation**

- i. The evaluation shall be done on Item-wise basis and Quantity allocation shall be done as per ITB clause 1.50 and the Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro-residual based Biomass Pellets attached in the Bidding documents for **Annexure- Alloc-A**.
- ii. Quantity allocation may be less than the prescribed limit as above based on discretion of NTPC.
- iii. A bidder can bid for the quantity to supply a minimum 20 TPD and maximum of 50 TPD or their manufacturing capacity, whichever is lower.
- iv. Bidder shall quote FOR destination price including all taxes and duties including GST.
- v. NTPC shall pay or reimburse GST at actuals adjusting in the FOR price.
- vi. Total quantity allocation to a bidder shall be = Daily Quantity allocated to bidder x 90
- vii. TPD stands for "Tonnes Per Day". Tonnes and Metric Ton (MT) have the same meaning.

#### **F. Award of Contract**

#### 28.0 **AWARD CRITERIA**

Subject to ITB Clause 32 (Employer's Right to Accept any Bid and to Reject any or all bids) and Employer's Policy for Debarment from Business Dealings, Allocation criteria and other provisions of bidding documents, the Employer will award the Contract to the Bidder (whose bid has been determined to be substantially responsive to the Bidding Documents and provided that such bidder has been determined to be qualified to perform the contract satisfactorily and whose Price Bid is determined to be the final lowest (L1) bid after both bid window -1 & 2, as per methodology indicated in Annexure-Alloc-A.

No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's **Policy for Debarment from Business Dealings**.

The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer.

#### 29.0 **LETTER OF AWARD**

29.1 Prior to the expiration of the period of bid validity, the Employer will notify the

Successful bidder in writing by registered letter or by telefax or by email the Letter of Award (LOA) as applicable as per bidding documents will constitute the formation of the contract and shall be effective from the date of award i.e. LOA. Deal finalised on BiofuelCircle portal during decision window-1 & 2 are provisional only. LOA issued by buyer forms the binding order and shall supersede any auto generated order/deal on BiofuelCircle after completion of bidding/auction. "Contract" shall mean the Notice of Award of Contract/ Letter of Award, together with the documents referred to therein. These shall together constitute the Contract and the term "Contract" shall in all such documents be construed accordingly.

**29.2** Prior to the expiration of the period of bid validity, the Employer will notify the Successful bidder in writing by registered letter or by telefax or by email the Letter of Award (LOA) as applicable as per bidding documents will constitute the formation of the contract and shall be effective from the date of award i.e. LOA. "Contract" shall mean the Notice of Award of Contract/ Letter of Award, together with the documents referred to therein. These shall together constitute the Contract and the term "Contract" shall in all such documents be construed accordingly.

**29.3** Any Deal finalised on BiofuelCircle's portal during decision window-1 & 2 are provisional and subject to final acceptance by buyer through LOA. LOA issued by buyer shall form the purchase order and shall supersede any auto generated order/deal on BiofuelCircle's after completion of bidding/auction.

**29.4** Buyer shall finalise deal at final L1 price i.e. lowest price received amongst both bid window-1 & bid window-2. Any deal finalised in decision window-1 on BiofuelCircle's platform stands cancelled if the L1 price received at the end of bid window-2 is less than the L1 price received at the end of bid window-1. Accordingly, sellers are required to actively participate in the entire bidding/auction process and offer best prices to become final L1 bidder by end of bid window-2.

**30.0 PRICE ADJUSTMENT**

**The Contract price shall be on Firm Price basis and no adjustment on account of change in Indices is allowed.**

\* Refer Technical specifications Clause no. 10 & 11 for PRICE ADJUSTMENT FOR GCV VARIATION and FINES.

**G. Other Instructions**

**31.0 Contacting the Employer**

Subject to ITB clause 2.1, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded.

Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.

**32.0 Employer's Right To Accept Any Bid And To Reject Any or All Bids**

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without

thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

### **33 Ineligibility to participate in re-tender**

- i) Notwithstanding the provisions specified in ITB Sub-Clause 7 & 32. if a bidder after having been issued the LOI/LOA as applicable as per bidding documents, either does not accept the Letter of Award pursuant to ITB Clause 29 or does not submit an acceptable Performance Security pursuant to GPC Clause 28.0, and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
- ii) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.
- iii) If a bidder after having been issued the Letter of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in re-tendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.

### **34.0 OBLIGATIONS OF THE SUCCESSFUL BIDDER**

The Successful bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to NTPC and shall at all times support and safeguard NTPC's legitimate interests.

**35.0** Notwithstanding anything stated elsewhere in the Bidding Documents, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/reference work by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding document.

## 36.0

### **CORRUPT OR FRAUDULENT PRACTICES**

The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Employer.

The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in/>.

By submitting bids or participating in auction, it shall be considered as Bidder's acceptance/certification to full compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer.

Acceptance of ABAC Policy shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anti- corruption and anti-bribery and the ABAC Policy of Employer.

## 38.0

### **POLICY FOR DEBARMENT FROM BUSINESS DEALINGS**

The Employer has in place a Policy for Debarment from Business dealings

displayed on the website [www.ntpc.co.in](http://www.ntpc.co.in) / [www.ntpctender.ntpc.co.in](http://www.ntpctender.ntpc.co.in) . The version of Policy presently followed by NTPC is **Rev-4**. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

By submitting bids or participating in auction, it shall be considered as Bidder's confirmation that Bidder unconditionally adheres to **Policy for Debarment from Business Dealings**.

Submitting bids or participating in auction shall be considered as bidder's confirmation to the following conditions:

- (1) Bidder has read the contents of Debarment Policy (version mentioned in BDS) displayed on the website [www.ntpc.co.in](http://www.ntpc.co.in) / [www.ntpctender.ntpc.co.in](http://www.ntpctender.ntpc.co.in) and agreed to abide by this policy.
  - a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.
  - b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.
  - c) Bidder's 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) Bidder further confirms as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer 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.

### **39.0 “Restrictions on procurement from a Bidder of a country which shares a land border with India”**

39.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in General Purchase Conditions (GPC).

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.

Further the successful bidder shall not be allowed to sub-contract supplies/ services/ works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in GPC.

However, the said requirement of registration will not apply to bidders/ sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

- 39.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 39.3 "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.
- 39.4 "Bidders from a country which shares a land border with India" / "Sub- contractor from a country which shares a land border with India" as mentioned in ITB clause 40.1 above means;
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial employer is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 39.5 The beneficial employer for the purpose of ITB clause "40.4" above will be as under;
- h) In case of company or Limited Liability Partnership, the beneficial employer is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling employership interest or who exercises control through other means.

Explanation-

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

- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- i) In case of a partnership firms, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has employership of entitlement to more than fifteen percent of capital or profits of the partnership;
- j) In case of an unincorporated associations or body of individuals, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has employership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- k) Where no natural person is identified under (a) or (b) or (c) above, the beneficial employer is the relevant natural person who holds the position of senior managing officials;
- l) In case of a trust, the identifications of beneficial employer(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 employership.

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

#### **40.0 Detention Charges**

40.1 Free unloading time: 24 hrs from the date and time of placement of truck within NTPC stations during the normal working hours excluding holidays. Supplier to provide authorized representative to acknowledge delivery (including shortage, damage, deterioration) of consignment at the site. Detention charge would be payable if the unloading time exceeds beyond the stipulated time (i.e. 24hrs), and the delay being on account of NTPC.

40.2 Detention charges (beyond free unloading time) per day would be as follows: -  
a) Mini Truck: Rs.900/- b) Truck: Rs.1700/- However, all intervening holidays and Sundays will be excluded from detention period calculation.

40.3 No detention charges shall be considered if the vehicle is placed on holidays/Sundays or as in the event of force majeure conditions. Also, NTPC will not be responsible for vehicle detained at the main gate entry of Stations (CISF check Post) for any reason whatsoever.

#### **41.0 NTPC VENDOR PAYMENT PORTAL & PAYMENT PROCEDURE**

41.1 For all the cases where payment documents are to be directly submitted to NTPC (excluding Payment through Bank cases), the Invoice and supporting document(s) as required in the Purchase Order have to be Digitally Signed with class II or III digital signature and uploaded in the NTPC Vendor Payment Portal [https://pradip.ntpc.co.in/VendorFinal/Login.jsp\\_](https://pradip.ntpc.co.in/VendorFinal/Login.jsp_)

In such cases, there will be no requirement of physical copy of invoice &

documents except for Lorry Receipts (LRs)/ Delivery Challan, which are normally sent along with the material/ transporter. Bank Guarantees to be sent in original wherever applicable.

- 41.2 From 15.5.2020, NTPC will accept only digitally signed Invoice & supporting documents from Vendors for direct payment cases. Submission of documents in physical form shall not be accepted by NTPC unless otherwise asked for in the PO.

For such cases of physical submission, Vendors are required to send complete set of documents including invoice etc. addressed to the "Invoice Receipt Center" of the Delivery/ Invoicing Address as mentioned in the Purchase Order Annexure 1.

While submitting the Invoice/ Bills & related documents in physical form, Vendors are required to mention the following details on the top of the envelope:

- a. Invoice/Bill reference No.
- b. NTPC PO No./ Package no.
- c. NTPC Vendor Code as per PO

In addition to above, vendors are requested to mention their correspondence E-mail & Mobile No.in the Covering Letter, through which invoice processing related information/clarification request may be sent.

- 41.3 Vendors can track / monitor the status of payments from the Vendor payment portal. Help documents are available in the portal. Vendors are requested to make full use of the Vendor Payment Portal.

- 41.4 For payment cases through bank, all original documents are to be submitted in bank as per terms of PO.

#### **42.0 Conflict of Interest**

- 42.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:

a) they directly or indirectly control, or are controlled by or are under common control of another entity; or

b) they have the same legal representative/agent for purposes of their bids;

or

c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or

d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e) Bidder participates in more than one bid in this bidding process.



f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

- i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
- ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.

42.2

By submitting bids or participating auction, it is considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid/deal shall be rejected and shall be dealt in line with provisions of bidding documents.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

**Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro residual based Biomass Pellets**

1.0 The Methodology to be followed are as under:

(A) 100% of the tendered quantity/quantity considered for filling the Bucket shall be offered to MSE bidders only.

(B) The methodology for allocation of quantities and evaluation of bids in Bucket filling approach is as under:

(i) The total Auction process of two Bid window sessions and two Decision window sessions will take 60 minutes.

Each bidder shall quote their best price in (Rs/1000 Kcal including GST) based on floor price (Benchmark Price on FOR basis including GST) indicated by Buyer, GCV (Kcal/Kg) and quantity (Min 20 TPD and Max 50 TPD or bidder's manufacturing capacity whichever is lower) with the pre-defined quality parameters as specified by buyer. Bidders can revise their prices to become L1 bidder. Bidders cannot quote below the floor price indicated by buyer. The system will display the ranking of the bidders based on the landed price in Rs/1000 Kcal including GST.

(ii) Bidder having lowest derived Rs/1000 Kcal price at the end of Bid window-1 shall be considered as L1 bidder for the decision window-1. This will be followed by Decision Window-1 (15 minutes) where buyer can review the L1 price received at the end of Bid Window-1, quantities as quoted by L1 Bidders. If L1 bid price (Lowest derived RS/1000 Kcal price) is found to be reasonable to the buyer, the deal with L1 bidder will be accepted in Decision Window-1 for the quoted quantity or manufacturing capacity of the bidder with a maximum capping of 50 TPD whichever is lower. If same L1 price is offered by two or more sellers at the conclusion of Bid window-1, deal shall be finalized with all such L1 bidders by dividing quantity equally amongst them with minimum 20 TPD and maximum 50 TPD subject to their capacity. Further, if any of the L1 bidder's capacity is less than equally divided quantity, then bidder will be considered for award of quantity upto its capacity. The remaining quantity will be allocated amongst other L1 bidders equally until exhaust of the entire tender quantity (100 TPD).

(iii) After completion of Decision window-1, Bid window-2 (15 min) shall be started by displaying the L1 price as finalized in the bid window-1 as the target price. In case L1 price received at the end of Bid window-1 is not found reasonable to buyer, buyer can give their target price instead of L1 price in the Bid window-2. Bid window-2 shall run for 15 minutes, sellers are required to match the target price of buyer during Bid window-2. Bid window-2 shall be followed by Decision window-2 (15 min) during which buyer can finalize deal with the sellers who either matched L1 price of 1st round or offered less than L1 price of 1st round in sequence of the earliest responses of bidders.

(iv) If same L1(revised for bid window-2) price is offered by two or more sellers at the conclusion of bid window-2, deal shall be finalized with all such

revised L1 bidders by dividing quantity equally amongst with minimum 20 TPD and maximum 50 TPD subject to their capacity. Further, if any of the L1 bidder's capacity is less than equally divided quantity, then bidder will be considered for award of quantity upto it's manufacturing capacity. The remaining quantity will be allocated amongst other L1 bidders equally until the entire package quantity is exhausted.

- (v) Buyer shall finalize deal at final L1 price i.e. lowest price received amongst both Bid window-1 & Bid window-2. Any deal finalized in Decision window-1 on BiofuelCircle's platform stands cancelled if the L1 price received at the end of Bid window-2 is less than the L1 price received at the end of Bid window-1. Accordingly, sellers are required to actively participate in the entire bidding/auction process and offer best prices to become final L1 bidder by end of Bid window-2.
- (vi) Maximum quantity allocation to each bidders shall be quoted quantity or manufacturing capacity of the bidder with a maximum capping of 50 TPD whichever is lower. As the total package quantity is 100 TPD, if more than 5 sellers offer same L1 price during auction then only 5 sellers on first come first serve basis shall be selected for allocation of 20 TPD each.
- (vii) In case the finalized deal quantity at the end of Decision window-2 is less than the package quantity i.e. 100 TPD, "Create Buy Trade" method on BiofuelCircle's platform may be used where in buyer shall indicate final L1 price at which deal was accepted during auction mechanism. Bidder who can supply at that price can match the price and buyer can make a deal and confirm the prices.

Bucket shall be filled up for 100% of the tendered quantity or offered quantity, whichever is lower.

Bidders are not allowed to increase their prices in the 2<sup>nd</sup> bid window from their lowest price quoted in the 1<sup>st</sup> bid window. In case of two deals with a bidder in two bid windows at different prices, the final award shall be fixed at lowest quote amongst both the windows with maximum quantity of 50 TPD to each bidder. NTPC may reduce the quantity to L1 and other bidders even after finalizing deal on BioFuelCircle's portal in order to meet the allocation requirements and LOA/PO issued by NTPC shall supersede Deal document generated automatically on the BioFuelCircle's portal.

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

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

**1.0 Definitions:**

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

**1.1 Minimum Local Content**

- 1.1.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%.

**2.0 Eligibility for Participation:**

Only **MSE Class-I local supplier** are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

**3.0 Purchase Preference: NOT APPLICABLE**

**4.0 Deleted**

**5.0 Verification of Local Content:**

5.1 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.

5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention provisions and Policy for Suspension / Banning of Business Dealings as per ITB Clause 36.0 and ITB Clause 37.0 of bidding document.

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

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

**6.0 Local Sourcing**

6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at clause no. 40 of GTR in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.

6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

**VOLUME – III**

**GENERAL PURCHASE CONDITIONS (GPC)**

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)	
1.0	<p><b>DEFINITIONS</b></p> <p>Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:</p> <p>(a) <b>“Contract”</b> means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract and the term “the Contract” shall in all such documents be construed accordingly.</p> <p><b>“GPC”</b> means the General Purchase Conditions.</p> <p>(b) <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 Delhi, India.</p> <p>(c) <b>Contract Price</b> means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>(d) <b>Bidder</b> means the party to whom the Invitation for Bid is issued and who submits its Bid..</p> <p>(e) <b>“Contractor”</b> means the person(s) whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</p> <p>(f) <b>Government</b> means the Government of India.</p> <p>(g) <b>Local Currency</b> means the currency of the Government of India i.e. Indian Rupees.</p> <p>(h) <b>Party</b> means NTPC or Bidder, as the case may be, and "Parties" means both of them.</p> <p>(i) <b>Personnel</b> mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.</p> <p>(j) <b>Services</b> means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract or Purchase Order or LOA.</p> <p>(k) <b>Law Governing the Contract</b> : The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>(l) <b>MT or Ton or Tonne</b> means Metric Tonne which is equivalent to 1000 Kg.</p> <p>(m) <b>TPD</b> means Tons Per Day</p>	
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)	
1.1	<p>(n) <b>Quarter</b> - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.</p> <p>“<b>Day</b>” means calendar day of the Gregorian Calendar.</p> <p>“<b>Month</b>” means calendar month of the Gregorian Calendar.</p> <p>(o) “<b>Plant</b>” or “<b>Project</b>” or “<b>Site</b>” or “<b>Station</b>” means the Power Plant where the supplies of biomass pellets are to be made.</p> <p>(p) “<b>Owner</b>” or “<b>Purchaser</b>” or “<b>Employer</b>” or “<b>NTPC</b>” and includes the legal successors or permitted assigns of the Puchaser or Owner or Employer.</p> <p>(q) “<b>Goods and Services Tax</b>” or “<b>GST</b>” 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>(r) Throughout these Bidding Documents, the term “<b>Bid</b>”, “<b>Auction</b>” and “<b>Tender</b>” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity/ Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security/ Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(s) Throughout these Bidding Documents, the term Plant /Project/Station/Site appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(t) Throughout these Bidding Documents, the term Supplier /Contractor/Vendor appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(u) Throughout these Bidding Documents, the term Purchase Order / Service order/ Contract Agreement / Letter of award/ Notification of Award appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>“Sub-contractor from a country which shares a land border with India” means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p>	
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)	
1.1.1	<p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>The beneficial owner for the purpose of clause “1.1 (d)” above will be as under;</p> <p>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>f) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>	
2.0	<b>CONTRACT DOCUMENTS</b>	
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)	
<p data-bbox="197 483 240 510"><b>3.0</b></p> <p data-bbox="197 622 264 649">3.1.1</p> <p data-bbox="197 792 264 819">3.1.2</p> <p data-bbox="197 967 240 994"><b>3.2</b></p> <p data-bbox="197 1137 240 1164"><b>3.3</b></p> <p data-bbox="197 1348 240 1375"><b>3.4</b></p> <p data-bbox="197 1585 240 1612"><b>3.5</b></p> <p data-bbox="197 1935 240 1962"><b>3.6</b></p>	<p data-bbox="387 208 1425 443">The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called <b>Supplier</b>.</p> <p data-bbox="387 483 647 510"><b>INTERPRETATION</b></p> <p data-bbox="387 551 531 577"><b>Language</b></p> <p data-bbox="387 622 1425 757">All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p data-bbox="387 792 1425 927">If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GPC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p> <p data-bbox="387 967 659 994"><b>Singular and Plural</b></p> <p data-bbox="387 1034 1425 1102">The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> <p data-bbox="387 1137 523 1164"><b>Headings</b></p> <p data-bbox="387 1205 1425 1317">The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p data-bbox="387 1348 507 1375"><b>Persons</b></p> <p data-bbox="387 1415 1425 1550">Any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.</p> <p data-bbox="387 1585 531 1612"><b>Incoterms</b></p> <p data-bbox="387 1653 1425 1765">Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p data-bbox="387 1796 1425 1899">Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.</p> <p data-bbox="387 1935 1042 1962"><b>Construction of the Contract &amp; Letter of Award</b></p>	
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)	
3.6.1	The Contract to be entered into between the Employer and the Contractor shall be on FOR NTPC Power Plant(s) basis.	
3.6.2	NTPC shall place project wise Letter of Award for supplies.	
3.6.3	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter, that its bid has been accepted. The Letter of award will constitute the formation of the contract and shall be effective from the date of award.	
3.7	<p><b>Entire Agreement</b></p> <p>Subject to GPC Sub-Clause 27.4 hereof, the Contract constitutes the entire Agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>	
3.8	<p><b>Amendment</b></p> <p>No amendment or other variation of the Contract (Purchase Order) shall be effective unless it is in writing, is dated, expressly refers to the Contract (Purchase Order) , and is signed by a duly authorized representative of each party hereto.</p>	
3.9	<p><b>Independent Contractor</b></p> <p>The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, Consortium or other joint relationship between the parties hereto i.e. NTPC and the Contractor.</p> <p>Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the owner.</p>	
3.10	<p><b>Consortium</b></p> <p>If the Contractor is a consortium of maximum three (03) firms they shall be jointly and severally bound to the Owner for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium shall not be altered without the prior consent of the Owner.</p>	
3.11	<p><b>Non-Waiver</b></p>	
3.11.1	Subject to GPC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the	
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	<p>Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>	
3.11.2	<p>Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>	
3.12	<p><b>Severability</b></p> <p>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.</p>	
3.13	<p><b>Country of Origin</b></p> <p>"Origin" means the place where the materials and other supplies for the Facilities are grown, produced or manufactured, and from which the services are provided.</p>	
4.0	<p><b>NOTICES</b></p>	
4.1	<p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the contract.</p>	
4.1.1	<p>All notices to be given under the Contract shall be addressed to Engineer-in-charge.</p>	
4.1.2	<p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p>	
4.2	<p>Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.</p>	
5.0	<p><b>GOVERNING LAWS</b></p> <p>The Contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The court of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p>	
6.0	<p><b>SETTLEMENT OF DISPUTES</b></p>	
6.1.	<p><b>Mutual Consultation</b></p> <p>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract,</p>	
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<p>6.2.</p> <p>6.3.</p>	<p>including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>On reference of such a dispute by either party, the Employer shall Invite the Contractor for mutual consultation, within seven (07) working days of such reference.</p> <p>Without admitting the Employer’s liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings-</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;  b) admissions made by the other party in the course of the mutual consultation proceedings;  c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.</p> <p><b>Deleted</b></p> <p><b>Resolution of Dispute through Conciliation</b></p>	
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<p data-bbox="197 1160 280 1189">6.3.1.</p> <p data-bbox="197 1599 309 1628">6.3.1.1.</p> <p data-bbox="197 1673 336 1702">6.3.1.1.1.</p>	<p data-bbox="391 208 1426 344">If the parties fail to resolve such a dispute or difference by mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above, the dispute if the parties agree, may be referred to Conciliation.</p> <p data-bbox="391 353 1426 495">(i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer.</p> <p data-bbox="391 504 1426 645">(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).</p> <p data-bbox="391 685 1426 790">If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</p> <p data-bbox="391 831 1426 898">The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.</p> <p data-bbox="391 940 1426 1117">In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p data-bbox="391 1160 1426 1301"><b>Resolution of Dispute through Expert Settlement Council (ESC), constituted by EMPLOYER {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}</b></p> <p data-bbox="391 1344 1426 1561">If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25crore (excl. interest).</p> <p data-bbox="391 1599 995 1628"><b>Invitation for Conciliation through ESC:</b></p> <p data-bbox="391 1673 1426 1962">A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</p>	
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6.3.1.1.2.	<p>Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC.</p> <p>There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.</p>	
6.3.1.1.3.	<p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p>	
<b>6.3.1.2.</b>	<b>Conciliation through ESC:</b>	
6.3.1.2.1.	<p>Where Invitation for Conciliation has been furnished under GCC sub clause 6.3.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.</p>	
6.3.1.2.2.	<p>ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.</p> <p>CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.</p>	
6.3.1.2.3.	<p>The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.</p>	
6.3.1.3.	<b>Proceedings before ESC:</b>	
6.3.1.3.1.	<p>The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.</p> <p>Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.</p>	
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6.3.1.3.2.	<p>The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> <li>Chronology of the dispute</li> <li>Brief of the contract</li> <li>Brief history of the dispute</li> <li>Issues</li> </ol> <table border="1" data-bbox="408 387 1409 651"> <thead> <tr> <th data-bbox="408 387 488 533">Sl. No.</th> <th data-bbox="488 387 794 533">Description of Claims/ Counter claims</th> <th data-bbox="794 387 1101 533">Amount (in foreign currency/INR)</th> <th data-bbox="1101 387 1409 533">Relevant Contract Clause</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li>Details of Claim(s)/Counter Claim(s)</li> <li>Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)</li> </ol> <p>Note: Statement of claims shall be restricted to maximum limit of 20 pages.</p>	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
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6.3.1.3.3.	<p>In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p> <p>If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.</p>																
6.3.1.3.4.	<p>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.</p>																
6.3.1.3.5.	<p>ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.</p>																



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6.3.1.3.6.	<p>Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.</p>																														
6.3.1.4.	<p><b>Fees &amp; Facilities to the Members of the ESC</b></p> <p>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:</p> <table border="1" data-bbox="389 680 1398 1648"> <thead> <tr> <th>S. No.</th> <th>Fees/ Facility</th> <th>Entitlement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Fees</b></td> <td>Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.</td> </tr> <tr> <td>2</td> <td>Secretarial expenses</td> <td>Rs. 10,000 lump sum (to 1 member only).</td> </tr> <tr> <td>3</td> <td>Transportation in the city of the meeting</td> <td>Car as per entitlement or Rs. 2,000 per day</td> </tr> <tr> <td>4</td> <td>Venue for meeting</td> <td>Employer's conference rooms</td> </tr> <tr> <td colspan="3">Facilities to be provided to the out-stationed member</td> </tr> <tr> <td>5</td> <td>Travel from the city of residence to the city of meeting</td> <td>As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.</td> </tr> <tr> <td>6</td> <td>Transport to and fro airport/ railway station in the city of residence</td> <td>Car as per entitlement or Rs. 3,000</td> </tr> <tr> <td>7</td> <td>Stay for out stationed members</td> <td>As per entitlement of Independent Directors.</td> </tr> <tr> <td>8</td> <td>Transport in the city of meeting</td> <td>Car as per entitlement or Rs. 2000 per day</td> </tr> </tbody> </table> <p>Aforesaid fees is subject to revision by Employer 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>	S. No.	Fees/ Facility	Entitlement	1	<b>Fees</b>	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).	3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	4	Venue for meeting	Employer's conference rooms	Facilities to be provided to the out-stationed member			5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000	7	Stay for out stationed members	As per entitlement of Independent Directors.	8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
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6.3.1.5.	<p>If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and</p>																														

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<p>6.3.1.6.</p> <p>6.3.2.</p> <p>6.3.2.1.</p> <p>6.3.2.1.1.</p>	<p>Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.</p> <p>Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</p> <p><b>Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}</b></p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p><b>Invitation for Conciliation through CCIE:</b></p> <p>A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above. Such Invitation for Conciliation shall contain sufficient</p>	
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	<p>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>	
6.3.2.1.2.	<p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p>	
6.3.2.1.3.	<p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p>	
<b>6.3.2.2.</b>	<p><b>Conciliation Committee of Independent Experts:</b></p>	
6.3.2.2.1.	<p>Where Invitation for Conciliation has been consented to under GCC sub clause 6.3.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.</p>	
	<p>Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in GPC.</p>	
6.3.2.2.2.	<p>The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the GPC, for finalization by Central Electricity Authority (CEA).</p> <p>There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.</p> <p>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as <b>Annexure-III to GPC</b>.</p>	
6.3.2.3.	<p><b>Proceedings before CCIE:</b></p>	
6.3.2.3.1.	<p>The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.</p>	
6.3.2.3.2.	<p>The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.</p>	
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6.3.2.3.3.	<p>The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.</p>	
6.3.2.3.4.	<p>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.</p>	
6.3.2.3.5.	<p>The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.</p>	
6.3.2.3.6.	<p>The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.</p>	
6.3.2.4.	<p><b>Fees &amp; Facilities to the Members of the CCIE</b></p> <p>Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding.</p> <p>In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</p> <p>All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.</p>	
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6.3.2.5.	<p>The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.</p> <p>The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p>In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</p> <p>After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</p>	
6.3.2.6.	<p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</p>	
6.4.	<b>Arbitration</b>	
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6.4.1.	<p>If the process of mutual consultation and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GCC Sub-Clauses 6.1, 6.2, 6.3, above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.</p> <p>If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee</p> <p>In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable law other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.</p> <p>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.</p> <p>In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.</p>	
6.4.2.	<p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 6.4.1, shall be finally settled by arbitration.</p>	
6.4.3.	<p>It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided</p>	
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	<p>under The Arbitration and Conciliation Act, 1996, as amended from time to time.</p> <p>Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:</p> <p>(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.</p> <p>(b) EMPLOYER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Contractor for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER.</p> <p>(c) CMD/ Chairman of Employer shall appoint the sole arbitrator from among the two names short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by EMPLOYER.</p> <p>In case, the contractor fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Employer or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER, CMD/ Chairman of Employer shall appoint the sole arbitrator from among the four names sent to the contractor earlier.</p> <p>(d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.</p> <p>(e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.</p> <p>(f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:</p>	
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6.4.4.	<p>(i) 40% of the fees if the Pleadings are complete.  (ii) 60% of the fees if the Hearing has commenced.  (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.</p> <p>(g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:</p> <p>(i) 40 % of the fees on Completion of Pleadings.  (ii) 40% of the fees on Conclusion of the Final Hearing.  (iii) 20% at the time when arbitrator notifies the date of final award.</p> <p>(h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.</p> <p>(i) The Arbitration shall be held at Delhi only.</p> <p>(j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>(k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.</p> <p>The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation as brought out at GCC Sub Clause 6.1 above.</p>	
6.5.	<p>Notwithstanding any reference to the Mediation or Conciliation or Arbitration herein,</p>	
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<p data-bbox="197 636 240 663"><b>7.0</b></p> <p data-bbox="197 1153 240 1180"><b>8.0</b></p> <p data-bbox="197 1240 240 1267">8.1</p> <p data-bbox="197 1391 240 1417">8.2</p> <p data-bbox="197 1473 240 1500">8.3</p> <p data-bbox="197 1637 240 1664"><b>9.0</b></p> <p data-bbox="197 1973 256 2000"><b>10.0</b></p>	<p data-bbox="391 208 1425 277">(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p data-bbox="391 315 1425 385">(b) the Employer shall pay the Contractor any monies due to the Contractor.</p> <p data-bbox="391 423 1425 566">Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p data-bbox="391 636 679 663"><b>Order of Precedence</b></p> <p data-bbox="391 685 1211 712">The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> <li data-bbox="411 734 1425 804">a) Letter of Award/ Purchase Order/ Letter of Intent/Contract Agreement along with its annexures.</li> <li data-bbox="411 804 975 831">b) Amendment to Bidding Documents</li> <li data-bbox="411 837 1425 907">c) Technical Specifications &amp; Scope of Work &amp; Field Quality Assurance plan, if any</li> <li data-bbox="411 907 900 934">d) General Purchase Conditions</li> <li data-bbox="411 940 1094 967">e) The Bid and BOQ submitted by the Supplier</li> <li data-bbox="411 974 794 1001">f) Instructions to bidders</li> </ul> <p data-bbox="391 1055 1425 1124">An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents</p> <p data-bbox="391 1153 496 1180"><b>SCOPE</b></p> <p data-bbox="391 1240 1425 1368">The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the bidding documents herewith</p> <p data-bbox="391 1391 1425 1460">The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p data-bbox="391 1473 1425 1601">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> <p data-bbox="391 1637 707 1664"><b>DELIVERY SCHEDULE</b></p> <p data-bbox="391 1704 1425 1774">The delivery Period shall commence from date of the Letter of Award/Purchase Order.</p> <p data-bbox="391 1805 1425 1910">The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as mentioned at Clause no. 6.0 of Technical specifications of the bidding documents.</p> <p data-bbox="391 1973 908 2000"><b>CONTRACTOR'S RESPONSIBILITIES</b></p>	
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10.1	The Contractor shall supply biomass Pellets at NTPC Power Plant(s) with due care and diligence in accordance with the Contract.	
10.2	The Contractor shall confirm that it has entered into this Contract on the basis of a proper examination of the data relating to the Supplies provided by the Owner, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Supplies as at the date seven days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Supplies.	
10.3	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract. The Contractor shall acquire all other permits, approvals and/or licenses hereof and that are necessary for the performance of the Contract.	
10.4	The Contractor shall comply with all laws in force, including in the country where the Biomass Pellets Supplies are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.	
10.5	Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GPC Clause 3.13 (Country of Origin).	
10.6	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.	
10.7	<p><b>Passage of Title:</b></p> <p>The title of shipment shall pass on from Contractor to owner shall takes place at respective NTPC stations upon receipt of biomass Pellets.</p>	
11.0	<p><b>AUTHORISED REPRESENTATIVE</b></p> <p>Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.</p>	
12.0	<p><b>PACKING</b></p> <p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p>	
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<p data-bbox="199 405 260 434"><b>13.0</b></p> <p data-bbox="199 539 260 568"><b>14.0</b></p> <p data-bbox="199 1279 260 1308"><b>15.0</b></p> <p data-bbox="199 1928 260 1957"><b>16.0</b></p> <p data-bbox="199 1995 260 2024">16.1</p>	<p data-bbox="386 208 1425 271">The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p data-bbox="386 309 1425 371">All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p> <p data-bbox="386 409 719 439"><b>MODE OF TRANSPORT</b></p> <p data-bbox="386 472 975 501">As per Clause 16 of Technical Specifications</p> <p data-bbox="386 539 528 568"><b>PATENTS</b></p> <p data-bbox="386 595 1425 719">All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p data-bbox="386 752 1425 936">The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p data-bbox="386 969 1425 1122">The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p data-bbox="386 1155 1425 1245">The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p> <p data-bbox="386 1279 655 1308"><b>INDEMNIFICATION</b></p> <p data-bbox="386 1346 1425 1469">The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p data-bbox="386 1503 1425 1648">The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p data-bbox="386 1682 1425 1805">The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p data-bbox="386 1839 1425 1901">Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p> <p data-bbox="386 1935 655 1964"><b>CONTRACT PRICE</b></p> <p data-bbox="386 2002 1289 2031">The Contract Price shall be as specified in the LOA/ Purchase Order.</p>	
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17.0	<b>TAXES AND DUTIES</b>	
17.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.	
17.2	Bidders shall quote lump sum price inclusive of all the expenses for the entire scope of services inclusive of all taxes, duties and GST as per Scope of Works defined in the tender documents.	
17.3	For the purpose of Evaluation, Price quoted by the bidder including GST shall only be considered.	
17.4	The Bidder shall include prevailing GST applicable under GST Law as applicable seven (7) days prior to last date of Techno-Commercial Bid Submission.	
17.5	-	
17.6	The quoted price shall be considered to be inclusive of GST as applicable.	
17.7	Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.	
17.8	The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.	
17.9	The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.	
17.10	Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.	
17.11	<p>The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>a If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be</p>	
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	<p>made to take into account any such change to fully take into account such change pertaining to GST on FOR Price and GST Compensation Cess by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GPC Clause 24 (Change in Laws and Regulations) hereof. However, these adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.</p>	
17.12	<p>The Contractor will be required to submit PAN details to the EIC before the submission of the first bill</p>	
17.13	<p>The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.</p>	
17.14	<p>The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.</p>	
17.15	<p>The Employer will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.</p>	
17.16	<p>ENTRY TAX: <b>Subsumed in GST.</b></p>	
17.17	<p>Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Contractor is solely responsible to get such ITC from the concerned authorities. NTPC shall have no role in availing such benefits.</p>	
<b>18.0</b>	<p><b>COMMENCEMENT/ COMPLETION AND MODIFICATION OF CONTRACT</b></p>	
18.1	<p>Effectiveness of Contract:</p> <p>The Contract shall come into force with effect from the date of award.</p>	
18.2	<p><b>Contract Period:</b></p> <p>Notwithstanding anything to contrary contained in the Contract, A Bidder shall offer to supply of biomass pellets as stipulated in Clause no. 5.0 of Technical Specifications of the Bidding Documents.</p>	
18.3	<p><b>Modification:</b></p> <p>Modification of the terms and conditions of the Contract, including any modification of the Scope of work or of the Contract Price may only be made by written Agreement between the parties.</p>	
<b>19.0</b>	<p><b>PAYMENTS TO THE CONTRACTOR</b></p>	
19.1	<p>Payment will be made to the account of the Contractor according to the payment terms stated here-in-after, based on the certification of Engineer-in-</p>	
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	<p>Charge at respective NTPC Power Plant. Respective NTPC Plant shall process the payments after the conditions listed for such payment have been met, and the Contractor has submitted an invoice to respective NTPC Plant specifying the amount due.</p> <p>In case of payments to Consortium, NTPC may release payment to the Leader and/or to any of the Consortium Partner (s) duly authenticated by the Leader. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a Consortium.</p> <p>Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.</p>	
19.2	<p>All supply payments, including transportation, Insurance, taxes and duties (wherever admissible) etc. shall be made direct to the Contractor by the Employer .Bidder shall furnish the details of Bank Account in a prescribed format (Annexure-S of Vol. IV) along with the Bid in order to facilitate the owner to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform the NTPC. The Bidder shall hold NTPC harmless and NTPC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the NTPC in the prescribed form without intimation to NTPC duly acknowledged.</p>	
19.3	<p>Payment shall be released on submission of invoice in quadruplicate along with supporting documents to the respective NTPC Power Plant, verifiable by the respective NTPC Plant. Payment shall be released within fifteen (15) working days of receipt of invoice complete in all respect with supporting documents pursuant to the Contract.</p>	
19.4	<p>The Employer 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 shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed with Class-2/3 digital Signature and must be uploaded in the Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.</p> <p>FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode can be accessed through the following link: <a href="https://pradip.ntpc.co.in/VendorFinal/Login.jsp">https://pradip.ntpc.co.in/VendorFinal/Login.jsp</a></p>	
<b>20.0</b>	<b>PAYMENT TERMS</b>	
20.1	<p>100% of payable amount shall be paid on receipt and testing of material at site within 15 days.</p>	
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20.2	<p>Price Adjustment on account of GCV: The final payments to the vendor shall be done according to the Adjusted Price mechanism where Adjusted prices shall be calculated as detailed in Technical Specification.</p> <p>Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.</p> <p>The payment shall be processed by Engr-in -Charge (EIC). The bills are to be submitted to EIC.</p> <p>All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc.</p> <p>Payment shall be processed only after receipt of invoice complete in all respects with supporting documents.</p>	
20.3	<p>The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Lead Partner shall be authorised to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.</p>	
20.4	<p>Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses 20.1, 20.2 and 20.3 of GPC. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.</p> <p>Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.</p> <p>The payment shall be processed by Engr-in-Charge (EIC). The bills are to be submitted to EIC.</p>	
20.5	<p>All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as <b>LR copy/ e-way bill/ toll tax receipts</b> etc, to ensure that Biomass Pellets have been supplied from bidder's declared place of manufacturing plant of the bidder as mentioned in Attachment-7B.</p>	
20.6	<p>The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations.</p>	
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	<p>The Lead Partner shall be authorised to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.</p> <p><b>21.0 TAX DEDUCTION AT SOURCE</b></p> <p>Tax deduction at source shall be governed as per prevailing rules.</p> <p><b>22.0 PRICE ADJUSTMENT FOR GCV VARIATION</b></p> <p>AS PER CLAUSE 10 OF “TECHNICAL SPECIFICATIONS”</p> <p><b>23.0 QUANTITY ADJUSTMENT</b></p> <p>AS PER CLAUSE 11 OF “TECHNICAL SPECIFICATIONS</p> <p><b>24.0 CHANGE IN LAWS AND REGULATIONS</b></p> <p>If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the supply period, the Contract Price shall be correspondingly increased or decreased, and/or the supply period shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. <b>However, these adjustments would be restricted to direct transactions between the Owner and the Contractor.</b> These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.</p> <p><b>25.0 No breach of contract</b></p> <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> <p><b>26.0 FORCE MAJEURE</b></p> <p>Force Majeure is herein defined as any cause which is beyond the control of either party of the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or</p>	
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	<p>which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of its obligation under the Agreement such as but not limited to:</p> <ul style="list-style-type: none"> <li>a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;</li> <li>b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;</li> <li>c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection;</li> <li>d) Strikes and lock outs.</li> </ul> <p><b>Burden of Proof:</b></p> <p>The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.</p> <p>If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages.</p> <p>The party, which is unable to fulfill its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Contractors or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. The Contractor 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 accordingly.</p>	
27.0	<b>HANDLING OF DOCUMENTS / CONFIDENTIALTY</b>	
27.1	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.	
27.2	The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the Supplies of biomass Pellets. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than Supplies of biomass pellets as are required for the performance of the Contract.	
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27.3	<p>The obligation of a party under GPC Sub-Clauses 27.1 and 27.2 above, however, shall not apply to that information which</p> <ul style="list-style-type: none"> <li>(a) now or hereafter enters the public domain through no fault of that party</li> <li>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto</li> <li>(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>	
27.4	<p>The above provisions of this GPC Clause 27 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.</p>	
27.5	<p>The provisions of this GPC Clause 27 shall survive termination, for whatever reason, of the Contract.</p> <p>The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.</p>	
28.0	<p><b>CONTRACT PERFORMANCE GAURANTEE</b></p> <p><b>Security Deposit: Security deposit @ 7 lakh per 20 TPD.</b> Further security deposit amount shall be computed @3.5 Lakhs per 10 TPD or part thereof the awarded quantity.</p> <p>100% of total Security deposit shall be submitted within 30 days of placement of LOA</p> <p>Alternatively, 25% of total Security deposit shall be submitted as initial Security deposit within 30 days of LOA and the remaining amount of security deposit shall be collected by deduction of 10% in each bill till the total security deposit is collected.</p> <p>The Successful bidder(s) shall furnish the Performance Bank Guarantee to NTPC as per format enclosed at Annexure-F 2 of Bidding Documents inclusive of estimated Taxes &amp; Duties as applicable, CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> <li>- A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender as per bidding document)</li> <li>- An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC from any of the Banks listed at Annexure-F4 to Volume V of the bidding documents.</li> </ul>	
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	<p>The Performance Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract.</p> <p>Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.</p> <p>The Bank guarantee submitted from within India towards, Contract Performance Security, shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>The Contract Performance Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (Annexure no.-F1) in the bidding documents.</p> <p>In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.</p> <p>The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.</p> <p>The name and designation of the Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.</p> <p>Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.</p> <p><b>Confirmation of BGs through Structured Financial Messaging System (SFMS)</b> While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided herein below</p> <p>(a) Bank Name: ICICI Bank Limited  (b) Branch: CONNAUGHT PLACE BRANCH  (c) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001  (d) IFSC Code: ICIC0000007</p>	
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	<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  Field Number: Particulars (to be mentioned in Row 1)  7037: NTPCBG (unique identifier)</p> <p>Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.</p> <p>In case of Consortium, in the event of award to the Successful bidder, Performance Bank Guarantee, shall be in the name of all the Partners of the Consortium.</p> <p>Failure of the Successful bidder to comply with the requirements GCC 28.0 shall constitute sufficient grounds for the annulment of the award and then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the contract and Policy for Debarment from Business Dealings.</p> <p>a) All BGs except BG issued by a Bank 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="padding-left: 40px;">Unified Treasury (BG Group)  Administrative Building, NCPS, Dadri  NTPC Limited,  PO. Vidyut Nagar  Distt: Gautam Budh Nagar,  Uttar Pradesh- 201008</p> <p>A BG issued by a Bank outside India need 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> <p>b) A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at <a href="mailto:ubg@ntpc.co.in">ubg@ntpc.co.in</a> by the issuing Bank/ Insurance company.</p> <p>c) Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT.</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from</p>	
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	<p>outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name: ICICI Bank Limited  (ii) Branch: CONNAUGHT PLACE BRANCH  (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001</p> <p>(iv) 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:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p> <p>d) All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>e) 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>29.0 SUSPENSION OF OBLIGATIONS</b></p> <p>The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 26.0 or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract/Agreement.</p> <p><b>30.0 NO WAIVER OF RIGHTS</b></p> <p>Neither the inspection by NTPC or any of their agents nor any order by NTPC for payment of money or any payment for or acceptance of, the whole or any part of the Works by NTPC, nor any extension of time, nor any possession taken by NTPC shall operate as a waiver of any provision of the Contract, or of any power reserved to NTPC, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.</p> <p><b>31.0 CERTIFICATE NOT TO AFFECT RIGHT OF NTPC AND LIABILITY OF CONTRACTOR</b></p>	
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32.0	<p>Neither the payment made by NTPC nor any extension of time for execution of the Works granted by NTPC shall affect or prejudice the rights of NTPC against the Successful Bidder or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify NTPC, nor the acceptance by them of any sum paid affect or prejudice the rights of the Contractor against NTPC.</p> <p><b>GRAFTS, COMMISSIONS, GIFTS ETC</b></p> <p>Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with NTPC, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to NTPC resulting from any cancellation. NTPC shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.</p>	
33.0	<p><b>ENFORCEMENT OF TERMS</b></p> <p>The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.</p>	
34.0	<p><b>LIMITATION OF LIABILITY</b></p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>(c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p>	
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34.1	<b>NO CLAIM FOR INTEREST OR DAMAGE</b>	
34.1.1	INTEREST ON MONEY DUE TO THE CONTRACTOR:	
	Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.	
34.1.2	NO CLAIM FOR INTEREST OR DAMAGE:	
	No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.	
<b>35.0</b>	<p><b>TERMINATION</b></p> <p>In addition to provisions specified elsewhere in the bidding document, The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :</p> <p>(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.</p> <p>(e) if the Employer, at its sole discretion, decides to terminate this Contract.</p> <p>(f) If the Contractor, sub-contracts any part of the works in violation of the provision of ITB Clause 50.0.</p>	
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36.0	<p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/ supplies executed by the Supplier/ Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p> <p>Delivery schedule already finalized and intimated to the Contractor shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract</p> <p><b>DEFENSE OF SUITS</b></p> <p>If any action in court is brought against for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their employees, the Contractor shall in all such cases indemnify and keep NTPC or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.</p>	
37.0	<p><b>JURISDICTION</b></p> <p>The courts in Delhi shall have the exclusive jurisdiction in matters arising under the Contract.</p>	
38.0	<p><b>ASSIGNMENT</b></p> <p>The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>	
39.0	<p><b>DEFAULT / RISK PURCHASE:</b></p> <p>The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:</p>	
39.1	<p>The Seller fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the Owner; or (b) the Seller fails to perform any other obligation(s) under the Contract.</p>	
39.2	<p>In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, biomass pellets supplies of similar specifications and the bidder shall be liable to the Owner for any excess costs for such similar biomass pellets. However, the bidder shall continue performance of the Contract to the extent not terminated.</p> <p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials</p>	
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39.3	<p>from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p> <p>The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of biomass pellets to the Destination site. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.</p>	
40.0	<p><b>COMPLIANCE WITH GOVERNMENT ORDERS</b></p> <p>The biomass pellets supply under the Contract, is meant for the purpose of generation of power at NTPC power Plants. The Contractor shall ensure compliance of all regulations/ conventions/ policies/ guidelines/ orders etc. of Govt. of India/State in force related to any or all of the activities covered in insurance, clearing, handling &amp; forwarding, and insurance etc.</p> <p>In case of any modifications in any of the provisions in respect of supply of biomass pellets, during the currency of the contract, the same shall become applicable and binding on Contractor and NTPC with immediate effect.</p>	
41.0	<p><b>INSPECTION AND TESTS</b></p> <p>All materials shall be inspected as per provisions of Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p>	
42.0	<p><b>REMOVAL OF REJECTED GOODS AND REPLACEMENT</b></p> <p>a) If upon delivery, whether inspected and approved earlier or otherwise, the biomass pellets supplies is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>	
43.0	<p><b>LIQUIDATED DAMAGES (LD)</b></p> <p>In case of award, the contractor shall have to start delivery of material within 30 days from date of LOA. However, to facilitate initial capacity ramp up, no Liquidated Damage (LD) shall be levied for initial 30 days from delivery start date (herein after referred as 'NO LD period').</p> <p>After NO LD period, for supply shortfall more than 30% from the total of daily delivery schedule during the Supply period, Liquidated Damage (LD) at the rate of 5% of quoted FOR price (excluding taxes) per tonne shall be levied for supply shortfall beyond 30% and shall be adjusted against running bills. For</p>	
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	<p>supply shortfall up to 30% from the total of daily delivery schedule in Supply period, no liquidated damage shall be levied.”</p> <p>The total amount of liquidated damages for shortfall in supply of materials under the contract shall not exceed five percent (5%) of the total Contract Price.</p> <p>Although the contractor shall supply the material as per quantity offered on daily basis, contractor shall have the flexibility to supply the material in greater quantity than offered to supply on daily basis on mutual consent basis to meet the supply requirement. In such case, Contractor shall give one week advance intimation to NTPC site and NTPC site shall give the consent to supply material in greater quantity after assessing traffic congestion or other aspects as required.</p> <p><b>44.0 DIVERSION OF SUPPLIES -Not Applicable</b></p> <p>NTPC reserves the right to divert the supplies from a particular project to any other project. Price for the new project will be decided after mutual agreement between the Employer and the Contractor. Further, in case of diversion, L1 price in terms of Rs/1000 kcal of the project wherein supplies being diverted, shall be ceiling price</p> <p><b>45.0 Deleted.</b></p> <p><b>46.0 Deleted.</b></p> <p><b>47.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM</b></p> <p>The Owner has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for two years:</p> <ul style="list-style-type: none"> <li>• Financial Status</li> <li>• Contract Execution Capability</li> <li>• Claims &amp; Disputes</li> </ul> <p>On completion of above ineligibility period, the Contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. On receipt of such request, the performance of the Contractor shall be assessed/re-evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders’.</p> <p><b>48.0 DEBARMENT</b></p> <p>The Employer has in place a Policy for Debarment from Business Dealings displayed on the website <a href="http://www.ntpc.co.in">www.ntpc.co.in</a> / <a href="http://www.ntpctender.ntpc.co.in">www.ntpctender.ntpc.co.in</a>. The version of Policy for Debarment from Business Dealings presently followed by NTPC is <b>Rev-4</b>. Business dealings may be debarred with the Contractor on account of any Default by the Contractor or any of the grounds as detailed in the said Debarment Policy.</p>	
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<p><b>49.0</b></p>	<p><b>SUB-CONTRACTING</b></p> <p>The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in <b>Annexure-II</b> to GPC. 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>	
<p><b>50.0</b></p>	<p><b>FRAUD PREVENTION POLICY</b></p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a>. The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>	
<p><b>51.0</b></p>	<p><b>ANTI-BRIBERY AND ANTI-CORRUPTION (ABAC) POLICY:</b></p> <p>The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall strictly adhere to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy displayed on website <a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a> under section 'policy docs'. The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.</p>	
<p>Procurement of Biomass Pellets on FOR Power Station basis for NTPC Solapur Power Plant;</p>	<p>VOLUME-III (GPC)</p>	<p>PAGE 37 of 37</p>

**VOLUME - III**  
**TECHNICAL SPECIFICATION (TS)**

**Annexure-II**

F. No. DPE/7(4)/2017-Fin.  
Government of India  
Ministry of Finance  
Department of Public Enterprises

Block No. 14, CGO Complex,  
Lodi Road, New Delhi-110003  
Dated the 24<sup>th</sup> February, 2023

To,

Chief Executives of all CPSEs

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

Sir/Madam,

The undersigned is directed to reiterate the instructions as contained in  
Department of Expenditure O.M. No. 7/10/2021-PPD(1) dated 23<sup>rd</sup> February, 2023  
(copy enclosed) to all CPSEs for their information and strict compliance.

Encl : As stated

  
(Kailash Bhandari)  
Deputy Director  
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director (PPD), Department of Expenditure, Room No.  
264-C, North Block, New Delhi.

No.F.7/10/2021-PPD (1)  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

264-C, North Block, New Delhi.  
23.02.2023.

**Order (Public Procurement No. 4)**

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

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

**Requirement of registration:**

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability:**

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable



- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

**Definitions:**

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

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

*Explanation:-*

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

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]



**Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### **Sub-contracting in works contracts**

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

### **Certificate regarding compliance**

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

### **Validity of registration**


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

### **Government e-Marketplace (GeM)**

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

### **Model Clauses/ Certificates**

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

  
(Kanwalpreet)  
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

**List of Category-I Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

## List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

**List of Sensitive Technologies:**

<b>Sr.No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software



**Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
  - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[\*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Special Cases**

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) 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. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.



F. No. 11/22/2021-Th.II  
 Government of India  
 (Bharat Sarkar)  
 Ministry of Power  
 (Vidyut Mantralay)

Shram Shakti Bhawan, Rafi Marg  
 New Delhi, the 22<sup>nd</sup> March, 2022

**OFFICE MEMORANDUM**

**Subject: Constitution of Conciliation Committee of Independent Experts for resolution of contractual disputes in respect of the projects implemented by CPSUs / Statutory Bodies under administrative control of Ministry of Power – regarding.**

With the approval of Hon'ble Minister of Power and New & Renewable Energy, Ministry of Power, vide OM of even number dated 29.12.2021 (Annex-I), introduced a conciliation mechanism for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects. For this purpose, it was decided to constitute three numbers of Conciliation Committees of Independent Experts (CCIEs).

2. Accordingly, a Notification of even number was issued on 07.01.2022 inviting Expression of Interest from the eligible candidates for empanelment as Independent Expert for constitution of the CCIEs. Consequently, with the approval of Hon'ble Minister of Power, a Search-cum-Selection Committee was also constituted for scrutiny of the EoIs as well as screening of the candidates.

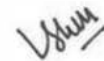
3. Based on the recommendations of the Search-cum-Selection Committee, following three nos. of Conciliation Committee of Independent Experts are hereby constituted for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects:-

CCIE	Members of CCIE
CCIE-1	Shri Anup Wadhawan, Ex-Secretary (Commerce), GoI
	*Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
	Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank
CCIE-2	Ms. Rashmi Verma, Ex-Secretary (Tourism), GoI
	*Shri Dharendra Veer Singh, Ex-CMD, THDC (India) Ltd.
	Shri Naveen Bhushan Gupta, Ex-Director (Finance), PFC Ltd.
CCIE-3	Shri P. S. Kharola, Ex-Secretary (Civil Aviation), GoI
	*Shri Anil Kumar Jha, Ex-Director (Technical), NTPC Ltd.
	Shri Chinmaya Gangopadhyaya, Ex-Director (Projects), PFC Ltd.

4. The aforementioned CCIEs shall function as per the Standard Operating Procedure enumerated in this Ministry's Office Memorandum of even number dated 29.12.2021. Moreover, the tenure, remuneration and other terms and conditions of the engagement of above Members of CCIEs shall also be governed by the aforesaid OM.

This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.

**Encl: as above.**



(Vikrant S. Dhillon)  
 Deputy Director

Email: hydro2-mop@gov.in

\*Second member in the CCIE(s) shall stand substituted by coal-mining expert Member (presently, Shri Tapas Kumar Nag, Ex-CMD, NCL), as notified by Ministry of Power from time to time, in case of disputes relating to captive coal mines

## VOLUME-IV

### TECHNICAL SPECIFICATIONS FOR AGRO RESIDUE BASED NON TORREFIED BIOMASS PELLETS

S.No		Description
1.	<b>About NTPC</b>	<p>NTPC Ltd. (A Govt. of India Enterprises), a Maharatna Company, is India's largest power generation company with its roots planted way back in 1975 to accelerate power development in India. Since then it has established itself as the dominant power major with presence in the entire value chain of the power generation business. From fossil fuels, it has forayed into generating electricity from hydro and renewable energy sources. The total installed capacity of the company is 73,874 MW (including JVs). NTPC has an ambitious plan to become 130 GW plus company by 2032.</p>
2.	<b>Introduction</b>	<p>From largely coal based generation, NTPC will have a diversified fuel mix by 2032, with non-fossil fuel based generation capacity making up more than 30% of NTPC's portfolio. In this direction, NTPC has led the way in co-firing agro-residue based Non Torrefied Biomass pellets with coal for power generation.</p> <p>Non Torrefied Biomass pellets firing in boilers result in net zero CO<sub>2</sub> emissions as the emitted CO<sub>2</sub> gets absorbed in next crop cycle by photosynthesis. Thus, it is a carbon neutral fuel and a renewable source of energy. Even after considering energy use in agro-residue collection, processing and transportation, there is significant net CO<sub>2</sub> reduction as compared to coal firing, making it a greener alternative.</p> <p>This initiative would also address the issue of burning of stubble (i.e. paddy straw and other agro-residues) in the fields by farmers, while also generating additional revenue for them.</p> <p>Stubble burning in fields emits large amount of ash/soot/ unburnt carbon to the atmosphere which is the real cause of air pollution and elevates the PM 2.5 and PM 10 level in atmosphere. When agro-residue based fuel is utilized in coal fired power plants, it undergoes complete combustion and the resulting ash is also almost completely absorbed in Electrostatic Precipitator (ESP), preventing air pollution while generating power.</p>
3.	<b>Intent of Specification</b>	<p>The intent of technical specification is to outline critical requirements and parameters for procurement of agro-residue based Non Torrefied Biomass pellets by NTPC Plants (<b>Annexure III</b>) for co-firing in pulverized coal fired units.</p>

4.	<b>Scope</b>	<p>4.1 The scope of work under this package shall include supply, loading, transport and delivery of agro-residue based Non Torrefied Biomass pellets at NTPC site.</p> <p>4.2 Unloading at NTPC site shall be in the scope of NTPC Plants (<b>Annexure III</b>) provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting.</p> <p>4.3 If supplier supplies the material packed in bags, consignment shall not be accepted, or supplier shall unload and unpack the material at his own cost. In such case, any additional cost, including demurrage, if any, will be borne by the vendor.</p> <p>4.4 The pellets shall meet the technical specification given clause 8 (<b>Table -1</b>).</p>
5.	<b>Supply Duration</b>	<p>5.1 The bidder shall offer to supply Non Torrefied Biomass pellets on daily basis for 03 Months.</p> <p>5.2 However, if due to any reason attributed to NTPC or reason mentioned in the force majeure clause, party is not able to supply allocated quantity of Non Torrefied Biomass pellets to NTPC as per the schedule, additional grace period for completion of supplies may be given at the sole discretion of NTPC.</p>
6.	Delivery start date and delivery address	<p>6.1 In case of award, the supplier shall start delivery of material within 15 days from the issue of LOA based on mutually agreed schedule.</p> <p>6.2 The consignment of pellets shall be delivered to following addresses:</p> <p style="padding-left: 40px;">a. Solapur Super Thermal Power Station, Hotgi Station, Maharashtra 413215</p>

7.	<b>Delivery Schedule</b>	<p>7.1 Default delivery schedule shall be the quantity allocated to supplier for supply of pellets on TPD (Tons per Day) basis. However, the contract will have flexibility of revising the default schedule as elaborated below.</p> <p>7.2 To meet the ordered supply requirement, supplier shall have the flexibility to supply the material in greater quantity than default delivery schedule with formal consent of the station.</p> <p>7.3 Option of supplying higher quantity shall be subject to one week of advance intimation by the vendor to NTPC site and a formal consent of the site in this regard.</p> <p>7.4 NTPC can also give reduced delivery schedule to supplier by giving one week of formal advance notice and the supplier shall dispatch the consignment accordingly.</p> <p>7.5 Formal communication from NTPC would mean communication through official e-mail ID of engineer-in-charge or e-mail ID of any other person authorized by him.</p>
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8 **Technical Specification of Non Torrefied Biomass pellets.**

The bidder shall quote the price for Non Torrefied Biomass pellets and its GCV separately on as received basis (ARB\*). The Non Torrefied Biomass pellets shall meet the technical specification as given in following table-1 and the Bidder shall submit declaration for the same as per format enclosed at **Annexure-I** of this document

**Table: 1 Technical Specification for Non Torrefied Biomass pellets**

S.No	Technical data	Unit	Non Torrefied Biomass pellets specification
1	Base material	-	Agro residue
2	Shape and Size**	mm	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm) (ARB*)	Wt %	finer ≤ 5% [Less than 5% by weight]
4	Gross Calorific Value (GCV-ARB*)	kCal/kg	<b>to be quoted by the bidder in the price bid</b> Acceptable range 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]
5	Moisture (ARB*)	Wt %	Not more than 14%

\*ARB – As Received Basis

\*\*During contract period, diameter of pellets may be revised/modified based on result of test firing on mutual consent basis without any financial/cost implication to either NTPC or supplier.

9.	<b>Raw Material for pellet Manufacturing</b>	<p>9.1 Base material for pellet manufacturing shall be agro residue, which means the leftover portion of the agriculture produce, such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder, such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, seasam, til, maize, sunflower, jute, coffee etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkanda, bamboo and its by product (e.g. Bamboo chips, Cuttings, Bamboo Dust etc.) and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants.</p> <p>9.2 Agro residue based Non Torrefied Biomass pellets can be manufactured by single base material or mixing multiple base materials together.</p> <p>9.3 Mixing materials such as by product of wood work factory such as wood chips, saw dust, furniture waste etc., bagasse, press mud, molasses or natural additives/binder such as lignin, starch, and animal dung <b>may also be used with agro residue in limited proportion</b> to enhance material properties and same shall be explicitly mentioned by supplier in consignment details.</p> <p>9.4 Wood obtained from tree cutting shall not be treated as agro residue and shall be not to be used as base material or mixing purpose whatsoever.</p> <p>9.5 NTPC shall reserve the right to exclude any mixing material/additive/ binder or modify their proportion, if any adverse technical impact is observed during operation of the plant.</p>								
10.	<b>Price adjustment for GCV variation</b>	<p>The floor price for procurement of biomass pellets is the price notified by MoP for Western Region that is 2.24 Rs/1000 kcal (excluding GST) or 2.35 Rs/1000 kcal (Including GST). Bidders cannot quote FOR price below Rs 2.35/1000 kcal.</p> <p>Bidder is required to quote GCV value of Non Torrefied Biomass pellets in Kcal/Kg within the acceptable range as given below in the table.</p> <table border="1" data-bbox="427 1444 1069 1617"> <tr> <td></td> <td><b>Non Torrefied Biomass pellets</b></td> </tr> <tr> <td><b>Acceptable GCV range without penalty</b></td> <td>Between 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]</td> </tr> </table> <p>For any variation in the GCV (ARB) from the quoted GCV, the “Adjusted FOR Price” shall be calculated as per the following formula.</p> <p>Adjusted FOR Price = <math>(\text{Quoted FOR price} * \text{Actual GCV (ARB)}) / \text{Quoted GCV (ARB)}</math> The payable price shall be as given in the following tables-</p> <table border="1" data-bbox="427 1854 1437 2016"> <tr> <td colspan="2"><b>Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit (4000 Kcal/KG for Non Torrefied Biomass pellets)</b></td> </tr> <tr> <td><b>GCV Range</b></td> <td><b>Adjusted Payable price</b></td> </tr> </table>		<b>Non Torrefied Biomass pellets</b>	<b>Acceptable GCV range without penalty</b>	Between 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]	<b>Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit (4000 Kcal/KG for Non Torrefied Biomass pellets)</b>		<b>GCV Range</b>	<b>Adjusted Payable price</b>
	<b>Non Torrefied Biomass pellets</b>									
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<b>Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit (4000 Kcal/KG for Non Torrefied Biomass pellets)</b>										
<b>GCV Range</b>	<b>Adjusted Payable price</b>									

Within acceptable GCV range	<b>Adjusted Payable price</b> shall be equal to Adjusted FOR Price.
<b>Price adjustment on account of as received GCV (ARB) above the acceptable range (more than maximum limit)</b>	
<b>GCV Range</b>	<b>Adjusted Payable price</b>
For GCV >4000 Kcal/Kg [For GCV more than 4000 Kcal/Kg] for Non Torrefied Biomass pellets	Material will be accepted, however as received GCV(ARB) shall be taken as 4000 Kcal/KG for calculating adjusted FOR price, which shall be the adjusted payable price.
<b>Price adjustment on account of GCV(ARB) below the acceptable range for Non Torrefied Biomass pellets</b>	
<b>GCV Range</b>	<b>Adjusted Payable price</b>
For GCV 2800 Kcal/Kg > GCV=>2400 Kcal/Kg [For GCV less than 2800 Kcal/Kg AND more than or equal to 2400 Kcal/Kg]	Payable price shall be equal to (0.75* Adjusted FOR price)
For GCV 2400 Kcal/Kg > GCV=>2000 Kcal/Kg [For GCV less than 2400 Kcal/Kg AND more than or equal to 2000 Kcal/Kg]	Payable price shall be equal to (0.5* Adjusted FOR price)
For GCV <2000 Kcal/Kg [For GCV less than 2000 Kcal/Kg]	No payment shall be made for already delivered material
<p><b>Note: In case, supplier is found to frequently supply the material of GCV less than the minimum level below which no payment is to be made as per above methodology or is found to take deviations in other technical parameters, warning letter shall be issued to supplier.</b></p>	
<p>Further, if material is supplied below this threshold on more than 3 (Three) instances during the currency of contract even after issuing warning letter, then Contract shall be liable for cancellation.</p>	

11.	<b>Recovery On Account of Excess Fines In Consignment</b>	<p>11.1 Biomass dust, crushed/ broken/ damaged pellets of length less than 3 mm in consignment as received at NTPC site shall be treated as fines, and there shall be recovery on account of excess fines (ARB) if it is beyond 5%. The recovery on account of excess fines will be worked out as per the following formula.</p> <p><b>Recovery</b> = (Adjusted payable price of Biomass pellets) * W * (Actual Weight % of fines - 5%)</p> <p>“W” - Weight of consignment as received</p> <p>However, there shall be no additional payment to vendor if fines are less than 5%. The “Recovery” amount shall be recovered from the payment of that consignment.</p>															
12.	<b>Rejection of consignment</b>	<p>The consignment of Non Torrefied Biomass pellets arrived at NTPC shall initially be tested for following before unloading and shall be rejected in case parameter exceeds the rejection level given in following table-</p> <p><b>Table:2</b></p> <table border="1" data-bbox="427 860 1426 987"> <thead> <tr> <th data-bbox="427 860 914 920">Technical data</th> <th data-bbox="914 860 1007 920">Unit</th> <th data-bbox="1007 860 1426 920">Rejection level</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 920 914 987">Moisture (ARB*)</td> <td data-bbox="914 920 1007 987">Wt %</td> <td data-bbox="1007 920 1426 987">More than 14%</td> </tr> </tbody> </table> <p>*ARB – As Received Basis</p>	Technical data	Unit	Rejection level	Moisture (ARB*)	Wt %	More than 14%									
Technical data	Unit	Rejection level															
Moisture (ARB*)	Wt %	More than 14%															
13.	<b>Testing standard/ Method</b>	<p>Non Torrefied Biomass pellets sample shall be tested in the NTPC site lab as per following or their equivalent standards -</p> <table border="1" data-bbox="485 1160 1348 1659"> <thead> <tr> <th data-bbox="485 1160 592 1261">S.,No</th> <th data-bbox="592 1160 898 1261">Technical data</th> <th data-bbox="898 1160 1348 1261">Testing Standard/Method</th> </tr> </thead> <tbody> <tr> <td data-bbox="485 1261 592 1352">1.</td> <td data-bbox="592 1261 898 1352">Diameter</td> <td data-bbox="898 1261 1348 1352">ISO 17829 or equivalent method may be referred.</td> </tr> <tr> <td data-bbox="485 1352 592 1440">2.</td> <td data-bbox="592 1352 898 1440">Fines% (Length&lt; 3 mm) (ARB)</td> <td data-bbox="898 1352 1348 1440">ISO 18846 or equivalent method may be referred.</td> </tr> <tr> <td data-bbox="485 1440 592 1525">3.</td> <td data-bbox="592 1440 898 1525">Gross Calorific Value (ARB)</td> <td data-bbox="898 1440 1348 1525">IS 1350 or equivalent method may be referred.</td> </tr> <tr> <td data-bbox="485 1525 592 1659">4.</td> <td data-bbox="592 1525 898 1659">Moisture (ARB)</td> <td data-bbox="898 1525 1348 1659">IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.</td> </tr> </tbody> </table> <p>ARB – As Received Basis</p>	S.,No	Technical data	Testing Standard/Method	1.	Diameter	ISO 17829 or equivalent method may be referred.	2.	Fines% (Length< 3 mm) (ARB)	ISO 18846 or equivalent method may be referred.	3.	Gross Calorific Value (ARB)	IS 1350 or equivalent method may be referred.	4.	Moisture (ARB)	IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.
S.,No	Technical data	Testing Standard/Method															
1.	Diameter	ISO 17829 or equivalent method may be referred.															
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4.	Moisture (ARB)	IS 1350 or equivalent method may be referred/ Hand held moisture meter may also be used.															
14.	<b>Sampling and analysis at receiving end (NTPC site)</b>	<p>14.1 Sampling shall be done by NTPC, preferably in the presence of representative of the pellet supplier. The samples shall be collected and prepared as per BIS norms.</p> <p>14.2 The authorized representatives of NTPC and pellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both-</p>															

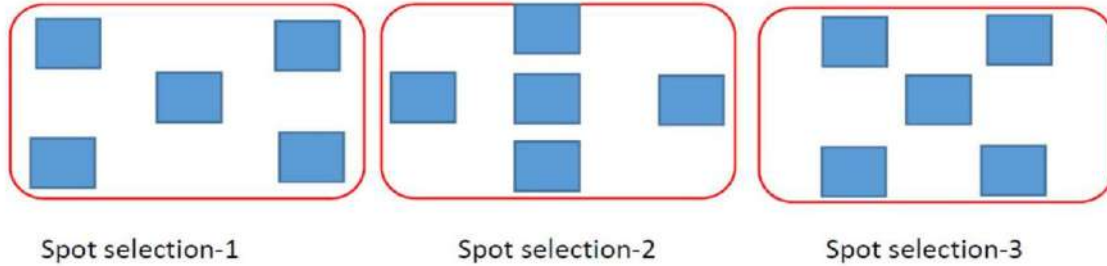


		<p>consumer (NTPC) and pellet supplier - shall also sign on the samples register maintained by the NTPC at the unloading end.</p> <p>14.3 For purpose of rejection test, before unloading, samples shall be tested for moisture by NTPC. If value comes out to be more than rejection level as given in clause 12 (<b>Table 2</b>), the consignment shall be rejected, and it shall be the supplier's responsibility to carry it back at his own cost.</p> <p>14.4 For recovery on account of excess fines, NTPC shall arrange for analysis of fines part of pellets at NTPC site, and if fines percentage exceeds more than 5%, proportionate recovery shall be done for excess fine as per clause 11.</p> <p>14.5 For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.</p> <p>14.6 <b>The final laboratory sample shall be divided into 3 (three) parts.</b> Part-1 of the sample is for analysis of GCV and moisture by NTPC lab at site. Part-2 sample is to be handed over to the pellet supplier for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly, and shall be kept with NTPC under proper lock and key arrangement.</p> <p>14.7 The Referee sample shall be preserved for a period of 15 days from the date of sample collection.</p> <p>14.8 Mere absence of or failure of participation by any representative of pellet supplier shall not be a ground to negate the sampling process undertaken.</p> <p>14.9 NTPC shall communicate the Analysis Results to the pellet supplier within 7 working days of the sample collection.</p> <p>14.10 The pellet supplier may raise dispute, if any, within 07 (seven) days of submission of the result by NTPC.</p> <p>14.11 In case a dispute is raised within the stipulated time period, the Referee sample shall be analysed in a NABL accredited laboratory as notified by NTPC time to time, expense of which shall be borne equally by both NTPC and pellet supplier. Expense borne on supplier part shall be adjusted against payment to the supplier. NABL accredited laboratory report of referee sample shall be final and binding on both the parties.</p> <p>14.12 Dispute raised after the stipulated time period shall not be entertained.</p> <p>14.13 As regards rejection parameter as per clause 12, NTPC test shall be sufficient and binding. Third party testing shall not be applicable for rejected consignment.</p>
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15	<b>Tagging of consignment</b>	Each consignment should be accompanied/tagged by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.), and technical details as per <b>Annexure-II</b> given at the end of this document.
16	<b>Mode of transport</b>	<p>16.1 Default mode of transport is covered truck with water proofing arrangement; however, the supplier may also offer transport by rail subject to prior consent of respective plant management.</p> <p>16.2 Further, bidder shall have flexibility to switch to any mode of transport. However, the FOR price will remain unchanged.</p> <p>16.3 The switch shall be subject to availability of material unloading facility at site and specific prior consent of respective plant management. The decision of plant management shall be final and binding on the vendor.</p>
17.	<b>Progress Report Submission</b>	Not applicable
18.	<b>Bid Evaluation</b>	The bid comparison shall be done on <b>Rupees per 1000 Kcal basis</b> . Bid shall be rejected if the quoted GCV is outside the acceptable range given in clause 8 of this volume.
19.	<b>Price Adjustment</b>	Not applicable
20	<b>Quantity Variation</b>	The permissible limit of deviation over the original quantity of each item will be (+) 50% for Biomass pellets, on same rates and terms and conditions on mutual consent basis between vendor and NTPC station. However, for supply shortfall beyond 30% of the contracted quantity, LD shall be applicable as per Volume–III, Clause 43 of General purchase conditions (GPC).

## **SPECIFIC SCOPE OF WORKS & TERMS:**

1. **Sampling, Weighment and Unloading Point:** The site/location for Sampling, Weighment and Unloading Point will be identified by NTPC station. The trucks shall be sent for Sampling, Weighment and Unloading after verifying all the documents. For any extra halt of carriage vehicle for any of these activities, demurrage shall not be payable by NTPC. Sampling may be done at unloading yard or any other site identified by NTPC station.
2. **Handling of rejected consignment:** In case of rejection of consignment as per Clause 12 of this volume, it's supplier responsibility to carry it back at its own cost as per Clause 14 of Technical Specification.
3. **Weighment:** NTPC-Station will collect the gross weight and the tare weight of the carriage vehicle and the net weight will be calculated. Net Weight Quantity of Pellets received at NTPC power station will be final for the purpose of assessment of executed quantity and payment. However, if invoiced quantity is lower, payment shall be restricted to invoiced quantity.
4. **Extraneous Material:** (For material other than specified in Technical Specification at Clause 9) Successful Bidder is to ensure that Pellet is free of foreign /extraneous material, failing which NTPC shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR Biomass Pellet value of particular truck whichever is higher.
5. **Raw Materials for pellet Manufacturing:** Successful Bidder is to ensure that raw materials such as Base material and Mixing material are sourced from domestic sources only as specified in the Clause 9 of Technical Specification: Raw Materials for pellet Manufacturing.
6. **Sampling methodology:** The biomass sample should be representative sample of the truck/ consignment. Methodology for collecting a representative sample is elaborated in the following paragraphs. For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by NTPC. For testing of GCV and other Technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.
  - 6.1. **Truck/wagon sample:** The sample quantity of approximately 30 Kg is to be collected from each truck/consignment from 4-5 randomly selected spots on the truck top after removing biomass pellet layer of approximately 25-30 cm depth from the top. Approximately 5-6 kg of sample is to be collected from each spot.
  - 6.2. **Spot selection:** Five spots are selected for sampling of biomass pallet as shown in figure below. Any one spot selection option will be decided by NTPC sampling staff after viewing the biomass loading pattern. Spot selection is not in vendor's scope.



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

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

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

### Example

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

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

### Declaration by Bidder

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

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

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

S.No	Technical data	Unit	Non Torrefied Biomass pellet specification
1	Base material	-	Agro residue
2	Shape and Size**	Mm	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	finer ≤ 5% [Less than 5% by weight]
4	Gross Calorific Value (GCV-ARB*)	kCal/kg	<b>to be quoted by the bidder in the price bid</b> Acceptable range 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive]
5	Moisture (ARB*)	Wt %	Not more than 14%

- (c) We understand that quantity and price adjustment shall be made for supplying the material deviating from acceptable range given in the technical specification as per clause 10 and 11 of technical specification (Volume-IV).
- (d) We understand that consignment not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-IV) shall be rejected.
- (e) We understand that if the quoted GCV is outside the acceptable range that is Between 2800 Kcal/Kg to 4000 kcal/Kg [both inclusive] for Non Torrefied Biomass pellets , the bid shall be rejected.
- (f) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender conditions.
- (g) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

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

**Signature:**

**Date:**

**Place**

**Annexure-II**

**Tag for Consignment**

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

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

**Annexure-III**

**List of Power Plants and Maximum pellet requirement**

<b>Plant</b>	<b>QTY in TPD</b>	<b>QTY in MT</b>
	Non Torrefied Biomass pellets	
Solapur Super Thermal Power Station	100	9000

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Bidders are required to read and understand all the provisions of Bidding documents including the forms and undertakings listed hereunder. By submitting the bids or participating in the auctions published by NTPC, Bidder confirms their compliance to all the provisions of Bidding documents including the Bid Forms & Attachments.**

**LIST OF ATTACHMENTS & ANNEXURES AND FORMS & FORMATS**

S. No	ATTACHMENTS & ANNEXURES	Description
1.	Annexure T	Techno-commercial Bid Form
2.	Attachment 1	Bid Security Declaration
3.	Attachment 2	Power of Attorney/ Letter of Authority
4.	Attachment-3	Bidder details
5.	Attachment-4	Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station and the details of Foreign Principals of Indian Bidders
6.	Attachment-5	Form of Consortium agreement (Not Applicable)
7.	Annexure 7B	Certificate by Chartered Accountant on Letter Head for bidders' manufacturing capacity
8.	Attachment- 8	Not used
9.	Attachment-9	Undertaking to be given by MSE Bidder for Availing Benefits
10.	Attachment-10	Technical Data Sheets
11.	Attachment 12	EFT Form
<b>B</b>	<b>Forms &amp; Formats</b>	
1	Annexure- F1	Bank Guarantee Extension
2	Annexure- F2	Format of Performance Security
3	Annexure- F3	Bank Guarantee Verification checklist
4	Annexure- F4	List of Banks for Performance Security/Advances
5	Annexure- F5	No Deviation Certificate
6	Annexure- F6	Compliance on Qualifying Requirements -
7	Annexure- F7	Acceptance of Fraud Prevention Policy of NTPC
8	Annexure- F8	Format for Declaration on Policy for withholding and Banning of Business Dealings
10	Annexure- F11	Declaration of Absence of Conflict of Interest with Conciliation Committees of Independent Experts (CCIE)



**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-T  
Page 1 of 4**

**BID SUBMISSION FORM**

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

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

Sub: **Invitation for Bid for “Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur**

**Dear Sirs,**

1.0 Having examined the Bidding Documents including subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer to execute the supply of biomass pellets under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Bid Proposal.

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

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

1.1 We confirm that we have declared the NTPC stations for which we are intending to quote for biomass pellets. We confirm that we have furnished all the requisite information/documents in relevance to our quoted NTPC power stations.

**2.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS**

2.1 We have read all the provisions of the Bidding Documents including “**Restrictions on procurement from a Bidder of a country which shares a land border with India**” and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid security shall be forfeited.

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-T  
Page 2 of 4**

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

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

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

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

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

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

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

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

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

**3.0 Attachments to the Bid form:**

**3.1** In line with the requirement of the Bidding Documents, we hereby confirm acceptance to the format and contents mentioned in the following by submitting our bids or participating in the auction:

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-T  
Page 3 of 4**

- a) **Attachment 1: Bid Security Declaration Form**
- b) **Attachment 2: Power of Attorney/ Letter of Authority** furnished in accordance with ITB Clause 3.3
- c) **Attachment-3:** Bidder details as per Employer format along with required documents as mentioned therewith.
- d) **Attachment-4:** Declaration regarding Ownership/Partnership cum submission of single bid and no holdings with any other bidder and Details of Foreign Principals of Indian Bidders (if applicable).
- e) **Attachment 7:** Allocation Criteria
- f) **Attachment 7B:** Certificate by Chartered Accountant on Letter Head for Bidders' manufacturing capacity and/or also availing MSE benefits/ Purchase preference (If applicable) as per Employer's format
- g) Documents in accordance with Clause ITB clause 1.5 seeking Quantity allocation as per Bidding Documents provision
- h) **Attachment-9: Undertaking to be given by MSE Bidder for Availing Benefits [as applicable]**
- i) **Attachment-10 Technical Data Sheets**
- j) **Attachment 12: EFT Form (Electronic Fund Transfer Form)**

Any other document, bidder feels is important to establish the allocation and fulfill the tender requirements.

**We undertake, if our offer is accepted, to submit the documents in the above format as per requirement of NTPC within 2 days from conclusion of Auction.**

4.0 We certify compliance to complete bid documents including the following by submitting our bids or participating in the auction:

1.	"Policy for Debarment from Business Dealings"
2.	"Fraud Prevention Policy of NTPC"
3.	"Full compliance to all provisions of Bid documents?"
4.	"Bid Security Declaration".
5.	"Full compliance on Qualifying Requirements"
6.	"Full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India".
7.	"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in COMPLETE SCOPE OF SUPPLY meets the MINIMUM LOCAL CONTENT requirements of the Tender".
8.	"Full compliance to Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC"
9.	Compliance to ITB Clause "Conflict of Interest"

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

4.2 We undertake, if our bid is accepted, to commence work on supply of biomass pellets immediately upon your Letter of Award to us and to achieve the requirements specified in the bidding documents.

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-T  
Page 4 of 4**

- 5.0 We undertake, if our bid is accepted, to provide Bank Guarantees towards Contract Performance Security etc. as per stipulated formats and amounts and within the time specified in the bidding documents.
- 6.0 We agree to abide by this bid for a **period of 30 days** from the date of opening of Techno-Commercial bids, as stipulated in the Bidding Documents; and it shall remain binding upon us and may be accepted by NTPC at any time before expiration of that period.
- 7.0 We understand that NTPC is not bound to accept the lowest or any other bid, NTPC may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

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

Thanking you, we remain,

Yours faithfully,

Date : \_\_\_\_\_

Place : \_\_\_\_\_

\_\_\_\_\_  
(authorised signatory Name).

\_\_\_\_\_  
(Designation)

Business Address : \_\_\_\_\_

Country of Incorporation (Province also to be indicated) : \_\_\_\_\_

Email : \_\_\_\_\_

Phone No. : \_\_\_\_\_

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-1  
Page 1 of 1**

**Bid Security Declaration Form**

To

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

Dear Sirs,

In accordance with Invitation for Bids We wish to participate in the tender for  
**Procurement of Biomass Pellets on FOR Power Station basis for NTPC Power plants**

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

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

Date: Signature

Place: Name of the Authorized person

**NOTE :**

**By submission of bid/ participation in Auction, it is considered that seller have given full  
Compliance to above Bid Security Declaration Form**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-2  
Page 1 of 1**

**POWER OF ATTORNEY**

**BIDDER TO SUBMIT THE POWER OF ATTORNEY AND COPY OF BOARD RESOLUTION/  
OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON  
ISSUING THE POWER OF ATTORNEY IN ACCORDANCE WITH ITB CLAUSE 3.3**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-3  
Page 1 of 1**

**Bidder's detail (to be submitted by the bidder)**

**Bidder should fill-in the following information and submit on BiofuelCircle portal)**

**Bid Ref. No:**

**DATED:**

Bidder's Name & Address:

To

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

<b>Name of the Bidder</b>	
<b>Type of Bidder (Proprietary/ Partnership/Company/ /Individual/ Cooperative Societies registered in India AND / OR Non- Resident Indians / Persons of Indian Origin AND / OR a Multi-National Company having its registered office in India registered / Overseas Corporate Bodies having its registered office in India.)</b>	
<b>Udyog Aadhaar Registration Certificate No. &amp; date (Validity) (Applicable for MSE bidders)</b>	
<b>GSTIN No</b>	
<b>Address of the Manufacturing Plant from which supplies shall be made in case of Award for .....(Name of Plant)</b>	
<b>NIT / BID No</b>	
<b>HSN Code of the materials / Place of Dispatch</b>	
<b>CONTACT PERSONS /ADDRESS</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E mail ID</b>	

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

<b>Name and Address of Supplying and Invoicing vendor along with NTPC vendor code, if known to the bidder.</b>	
--	--

**Documents Required**

- 1. Individual applicant to attach PASSPORT, PAN CARD AS PROOF OF AGE FOR MEETING QUALIFICATION REQUIREMENT**
- 2. Supporting Document for Type of Company as mentioned in sl no. 2 of this attachment**
- 3. Copy of Udyog Aadhar Registration Certificate (Applicable for MSE bidders) as mentioned in sl no. 3 of this attachment**
- 4. GST Registration Certificate**

Bidder shall submit valid GST registration certificate.

Bidder has to submit documentary evidence regarding their GST registration. However, in case bidder is not able to submit valid GST registration along with the Bid then the Bidder shall submit GST registration within 30 days of placement of Award or before the date of commencement of supplies, whichever is earlier.



**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-4  
Page 1 of 2**

**Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station for same pellet type and the details of Foreign Principals of Indian Bidders (if applicable).**

Bidder's Name and Address :

To

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

Dear Sirs,

1. We have not submitted bid in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.
2. We hereby declare details of Directors/ Shareholders of Company's/Partnership Firm/ Proprietorship Firm/ JV as under:

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

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

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-4  
Page 2 of 2**

**Details of Foreign Principals of Indian Bidders (if applicable)**

*We hereby declare the details of our foreign principals or associates as below:*

S.No	Name of <i>foreign principals or associates</i>	Address
1		
2		
3		
4		
5		
6		

3. We fully understand that NTPC would deal directly and exclusively with us for the subject tender and no agency arrangements are acceptable to NTPC.
  
4. We, hereby, undertake that we shall deal directly with NTPC and have not engaged any Agent to deal with NTPC for the subject tender.

Date: \_\_\_\_\_ Signature) .....  
(Printed Name) .....

Place: \_\_\_\_\_ (Designation) .....  
(Seal) .....

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-5**

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

**(Not Applicable)**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-7  
Page 1 of 1**

**Allocation criteria Data**

Bidder's Name & Address:

To

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

**Dear Sirs,**

We seek allocation under Clause 1.5 of ITB, our qualification data in support thereof is enclosed in the Attachments enclosed at Annexures as per following:

Sl. No.	Allocation Criteria brief
1	<b>Attachment 7B: Certificate by Chartered Accountant on Letter Head for Bidders' manufacturing capacity and also availing MSE benefits/ Purchase preference</b>

Date:

(Signature) .....

(Printed Name) .....

Place:

(Designation) .....

(Seal) .....

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**ANNEXURE- 7B  
PAGE 1 OF 1**

**Certificate by Chartered Accountant on Letter Head for Bidders' manufacturing capacity and also for availing MSE benefits (If applicable)**

**Ref no : CS-9561-112-9**

**Dated:**

**To,**

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

**I. Bidders' manufacturing capacity**

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

It is certified that M/s \_\_\_\_\_(Name of the bidder) is a manufacturer of Agro-residue based biomass pellets having capacity of .....(in Tonnes per Day) and the Plant is functional since.....(date of start of manufacturing).

**II. \* (If applicable) availing MSE benefits/ Purchase preference**

It is verified from the Books of Accounts of M/s .....(Name of the Bidder) that they have completed the setting up of the Agro-residue based Biomass Pellet Manufacturing Plant located at..... (address of Manufacturing Plant) is registered under MSMED Act 2006, (Udyog Aadhaar Registration) ..... Dated....., category: .....(Micro/Small). (copy enclosed)

\* Bidder to strike off if not applicable.

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

UDIN -

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-9  
Page 1 of 1**

**“UNDERTAKING TO BE GIVEN BY MSE BIDDER FOR AVAILING BENEFITS”**

**Bid Ref. No: CS-9561-112-9**

**DATED:**

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

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

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

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

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

Thanking you,

Date:

(Signature) .....

(Printed Name) .....

Place:

(Designation) .....

(Seal) .....

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-10  
Page 1 of 2**

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

**Declaration by Bidder**

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

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

<b>S.,No</b>	<b>Technical data</b>	<b>Unit</b>	<b>Specified Value range Non Torrefied pellets</b>
1	Base material	-	Agro residue
2	Shape and Size**	mm	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	finer ≤ 5%
4	Gross Calorific Value (ARB*)	Kcal/Kg	To be quoted by the bidder in the price bid. (Between 2800 Kcal/Kg to 5000 kcal/Kg [both inclusive])
5	Moisture(ARB*)	Wt %	Not more than 14%

- (c) We understand that quantity and price adjustment shall be made for supplying the material deviating from acceptable range given in the technical specification as per clause 10 and 11 of technical specification (Volume-IV).
- (d) We understand that consignment not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-IV) shall be rejected.
- (e) We understand that if the quoted GCV is outside the acceptable range that is (Between 2800 Kcal/Kg to 5000 kcal/Kg [both inclusive]) for Biomass pellets, the bid shall be rejected.

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment-10  
Page 2 of 2**

- (f) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Thanking you,

Date:

(Signature) .....

(Printed Name) .....

Place:

(Designation) .....

(Seal) .....



**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment 12  
Page 1 of 3**

**(ELECTRONIC FUND TRANSFER)**

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

**(TO BE FILLED IN CAPITAL LETTERS)**

**1. NAME OF THE BENEFICIARY**

**2. ADDRESS & PIN CODE**

**3. TELEPHONE NO. (WITH STD CODE)**

**4. BANK PARTICULARS**

**(A) BANK NAME**

**(B) BANK TELEPHONE NO. (WITH STD CODE)**

**(C) BRANCH ADDRESS & PIN CODE**

**Procurement of Biomass Pellets on FOR Power Station basis for  
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**Attachment 12  
Page 2 of 3**

(D) BANK FAX NO (WITH STD CODE)

(E) BRANCH CODE

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

(G) BANK ACCOUNT NUMBER

(H) BANK ACCOUNT TYPE (Specify ONE)

SAVING (Yes/ No)	CURRENT (Yes/ No)	LOAN (Yes/ No)	CASH CREDIT (Yes/ No)	OTHERS (Yes/ No)
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IF OTHERS, SPECIFY

**5. PERMANENT ACCOUNT NUMBER (PAN)**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Attachment 12  
Page 3 of 3**

**6. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS**

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

SIGNATURE

DATE :

(AUTHORISED SIGNATORY)

**Name:**

OFFICIAL STAMP

**BANK CERTIFICATION:**

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

SIGNATURE

DATE

(AUTHORISED SIGNATORY)

Authorization No. :

**Name:**

OFFICIAL STAMP

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**FORMS & FORMATS**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F1  
Page 1 of 2**

**FORM OF EXTENSION OF BANK GUARANTEE**

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

Ref. No.

Dated : .....

To,

**NTPC Limited,**

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

Dear Sirs,

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

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

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

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

(Signature .....  
(Name & Designation).....  
(Bank's Seal) .....

Authorised vide Power of Attorney No.....

Date .....

Dated \_\_\_\_\_  
SEAL OF BANK

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F1  
Page 2 of 2**

Note:

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

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F2  
Page 1 of 3**

**PERFORMANCE SECURITY FORM**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

To,

Date.....

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

Dear Sirs,

In consideration of the NTPC Ltd., (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Order No. .... dated ..... and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at ..... For ..... (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to **Rs. ....(7 Lakh per 20 TPD)** to the purchaser.

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

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F2  
Page 2 of 3**

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

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

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

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

SIGNATURE .....

NAME .....

DESIGNATION .....

BANK'S COMMON SEAL

ATTORNEY AS PER POWER OF ATTORNEY

NO.....

DATE .....

Procurement of Biomass Pellets on FOR Power Station basis for NTPC Power plants;	VOLUME-V- ANNEXURES AND FORMS & FORMATS	PAGE 25 OF 39
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**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F2  
Page 3 of 3**

**NOTE :**

1. (\*) The Date will be Three Months beyond the expiry of the Contract as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
4. The 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.
5. The details of secure SFMS (in case of BGs issued from within India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in GPC must be furnished with the BG.
6. 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).
7. **\*\* Security deposit @ 7 lakh per 20 TPD. Further security deposit amount shall be computed @3.5 Lakhs per 10 TPD or part thereof the awarded quantity.**

Procurement of Biomass Pellets on FOR Power Station basis for NTPC Power plants;	VOLUME-V- ANNEXURES AND FORMS & FORMATS	PAGE 26 OF 39
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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**Annexure-F-3  
Page 1 of 2**

**CHECK LIST FOR BANK GUARANTEE VERIFICATION BY BIDDER**

**BANK GUARANTEE VERIFICATION CHECKLIST  
FOR BID SECURITY**

1. Bank Guarantee No. ....
2. Issuing Bank .....
3. Amount of BG .....
4. Nature of BG & No. of Pages .....
5. Validity of BG .....
6. Package Description .....
7. Bidder / Contracts Ref.  
(Name, Address, Tel. & Fax No., email) .....
8. Bank Reference  
(Name, Address, Tel. & Fax No., email) .....

**CHECK LIST**

<b>S.No.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act ?[i.e. ....]	.....
b)	Whether date, purpose of purchase of stamp paper and name of the Owner are indicated on the back of stamp paper under the Signature of Stamp vendor ? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	.....

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**ANNEXURE-F-3  
PAGE 2 OF 2**

<b>S.No.</b>	<b>Details of Checks</b>	<b>Yes/No</b>
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	.....
d)	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	.....
e)	Is each page of BG duly signed/initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two (2) witnesses under seal of Bank as required in the prescribed proforma?	.....
f)	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	.....
g)	Are the factual details such as Bidding Documents No./ Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	.....
h)	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	.....
i)	Whether the BG has been issued by a Bank in line with the provisions of Bidding Documents?	.....
j)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Documents?	.....

Date: \_\_\_\_\_ Signature .....

Place: \_\_\_\_\_ Printed Name .....

(Designation) .....

(Seal of the firm) .....

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

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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**LIST OF BANKS FOR SUBMISSION OF BANK GUARANTEE AS BID SECURITY AND  
CONTRACT PERFORMANCE GUARANTEE**

**SCHEDULED COMMERCIAL BANK LIST**

**A STATE BANK OF INDIA**

**B NATIONALISED BANKS**

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

**C SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

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

**Procurement of Biomass Pellets on FOR Power Station basis for  
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- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd
- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd
- 22 IDBI Bank Ltd

**.D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

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

**Procurement of Biomass Pellets on FOR Power Station basis for  
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- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

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

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

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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**भारतीय स्टेट बैंक  
State Bank of India**

कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,  
11-12 वां तल, 1, टॉलस्टोय मार्ग, नई दिल्ली-110 001

Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,  
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

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

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

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

04.09.2014

Dear Sir,

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

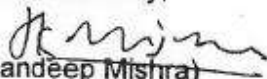
We refer to your letter dated 3<sup>rd</sup> September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

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

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

This is for your information and necessary action please.

Yours faithfully,

  
(Sandeep Mishra)

**Deputy General Manager &  
Relationship Manager, AMT-1**

**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**



**एन टी पी सी लिमिटेड**  
(भारत सरकार का उद्यम)

**NTPC Limited**  
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date : 03<sup>rd</sup> September 2014

Ref. No.: NTPC/FC/CS/BG/01

Deputy General Manager,  
State Bank of India,  
CAG Branch,  
12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg,  
New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

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

Dear Sir,

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

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

QUOTE

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

UNQUOTE

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

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

Kindly acknowledge the receipt of this letter

Yours faithfully,

(K.P.Gupta)

General Manager (Finance)

Copy for Kind information: ED(CC&M) for kind info of us

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



**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

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

To

Unified Treasury (BG Group)  
Administrative Building, NCPS, Dadri  
NTPC Limited, PO. Vidyut Nagar

Distt: Gautam Budh Nagar,  
Uttar Pradesh- 201008.

Sub: Submission of Bank Guarantee

Bank Guarantee No.	
Date of Issue	dd.mm.yyyy
Guarantee Amount	<u>Currency</u> <u>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:</i> <i>Address:</i> <i>IFSC code:</i>
Contract/Letter of Award/PO No.	
Name & Address of the Applicant / Contractor	<i>Name:</i> <i>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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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**Annexure-F5  
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**(No Deviation Certificate)**

**Bid Ref. No:**

**DATED:**

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

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

Dear Sirs,

- 1.0 With reference to our Bid Proposal No ..... dated ..... for [Insert Name of the Package "**Procurement of Biomass Pellets on FOR Power Station basis for NTPC Solapur Power plant**"], we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in Conjunction with Amendment(s)/Clarification(s)/ Addenda/Errata (if any) issued by the Employer prior to opening of Techno Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

**By submission of bid/ participation in Auction, it is considered that seller have given full  
COMPLIANCE TO ALL THE PROVISIONS OF BIDDING DOCUMENTS**

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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**Annexure-F6  
Page 1 of 1**

**“COMPLIANCE ON QUALIFYING REQUIREMENTS”**

**Bid Ref. No: CS-9561-112-9**

**DATED:**

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

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

Dear Sirs,

We hereby confirm the following:

- (a) The details furnished by us in attachment of bid, for establishing the compliance to specified Qualifying Requirement are in accordance with ITB, Clause 1.4 of Volume II of the Bidding documents.
- (b) No change or substitution in respect supply Experience and Handling Experience for meeting the specified Qualifying Requirement (QR) shall be offered by us.

**By submission of bid/ participation in Auction, it is considered that seller have given full  
COMPLIANCE ON QUALIFYING REQUIREMENTS.**

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**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F7  
Page 1 of 1**

**“ACCEPTANCE OF FRAUD PREVENTION POLICY OF NTPC”**

**Bid Ref. No: CS-9561-112-9**

**DATED:**

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

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

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

**By submission of bid/ participation in Auction, it is considered that seller have given full agreed to Fraud Prevention Policy of NTPC and given full compliance to the same.**

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**Procurement of Biomass Pellets on FOR Power Station basis for  
NTPC Solapur power plant**

**Annexure-F8  
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**“COMPLIANCE ON WITHHOLDING & BANNING OF BUSINESS DEALING POLICY OF  
NTPC”**

**Bid Ref. No: CS-9561-112-9**

**DATED:**

Bidder's Name and Address:

To

NTPC Limited, Contract Services

6th Floor, Engg. Office Complex,

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

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

- a) We have not been Banned/ Blacklisted as on date of submission of application by Ministry of Power or Government of India or any State Government or PSU or Regulatory Institution.
- b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
- c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

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

**By submission of bid/ participation in Auction, it is considered that seller have given full  
COMPLIANCE ON WITHHOLDING & BANNING OF BUSINESS DEALING POLICY OF NTPC**

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**Procurement of Biomass Pellets on FOR Power Station basis for  
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**Annexure- F11  
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**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH  
CONCILIATION COMMITTEES OF INDEPENDENT EXPERTS (CCIE)**

To :  
[Employer's Name and Address]

**Dear Sirs,**

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

-----  
Date :

Signature .....

Place :

Printed Name .....

(Designation) .....

(Common Seal) .....