

## **Bid submission date Extension**

GeM tender No.	<b>GEM/2024/B/5481804</b>
Tender Details	SS PLATE 6 mm for NTPC Barh , SS Plate 10 mm for NTPC Barh , SS plate 3.15 mm for NTPC Barh
Date of NIT	08-10-2024
Original date of bid Submission	29-10-2024
Extended date of bid Submission	08-11-2024

**DEEPAK** Digitally signed by DGM(C&M), NTPC Limited  
**TRIPATHI** DEEPAK TRIPATHI  
Date: 2024.11.05  
15:52:59 +05'30'



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5481804  
Dated/दिनांक : 08-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-10-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-10-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Ntpc Limited
Office Name/कार्यालय का नाम	Cg
Total Quantity/कुल मात्रा	25045
Item Category/मद केटेगरी	SS PLATE 6 mm for NTPC Barh , SS Plate 10 mm for NTPC Barh , SS plate 15 mm for NTPC Barh
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SS Plate 15 mm
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Forged Fish Plate-IS1570, Copper Alloy Fancy Taps for Bathroom as per IS 8931 (Latest), 3.5mm Reconstruction Plate with corresponding screws, taps or valves of nonferrous metals, 4.5mm Narrow D.C. Plate with corresponding screws, Sofa Set (Steel Tube), 4.5mm L-Buttress Plate with corresponding screws, Chapati Plate with Puffer (V2), 4.5mm Broad D.C. Plate with corresponding screws, Cast Copper Alloy Screw Down Bib Taps and Stop Valves for Water Services as per IS 781
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• Steel Tubes</li><li>• Alloy Steel Plate</li></ul>
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	SS plate 15 mm for NTPC Barh
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	101655
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	72610
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	25735

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	21

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

NTPC LIMITED

NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018g, NA, NTPC Limited, Ministry of Power (Ntpc Limited)

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Ss Plate 6 Mm For Ntpc Barh	35
Schedule 2	Ss Plate 10 Mm For Ntpc Barh	25000
Schedule 3	Ss Plate 15 Mm For Ntpc Barh	10

### SS PLATE 6 Mm For NTPC Barh ( 35 metric tonne )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Arun Kumar Singh	803213, Barh Super Thermal Power Project P.O. BARH PATNA 803213 BARH	35	180

### SS Plate 10 Mm For NTPC Barh ( 25000 kilogram )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arun Kumar Singh	803213,Barh Super Thermal Power Project P.O. BARH PATNA 803213 BARH	25000	180

### SS Plate 15 Mm For NTPC Barh ( 10 metric tonne )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arun Kumar Singh	803213,Barh Super Thermal Power Project P.O. BARH PATNA 803213 BARH	10	180

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

##### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Project	NTPC BARH AND NTPC SIMHADRI
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Completion Period	180 Days from GeM PO
Brief Scope of work	PROCUREMENT OF SS HALF TUBE SHIELDS FOR BOILER PRESSURE PARTS OF NTPC SIMHADRI & Barh.

### 1.0 Qualifying Requirements:

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

#### 1.1: Technical Criteria:

1.1.1 The bidder should be a “Manufacturer/Authorised Dealer of the Manufacturer” of Stainless-Steel Plates.

1.1.2 The bidder should have executed orders for Supply of Stainless Steel “Plates/ pipes/tubes/pipe

fittings” to any Industrial establishment during the preceding seven (07) years, reckoned as on date of

techno-commercial bid opening with order values meeting any of the following criteria:

i) Single order of executed value not less than **Rs.121 Lakhs.**

OR

ii) Two orders of executed value not less than **Rs. 76 Lakhs in each order**

OR

iii) Three orders of executed value not less than **Rs. 60 Lakhs in each order.**

#### Notes for Technical Criteria:

1. The word “Executed” mentioned above means that the bidder should have achieved the criteria specified above, even if the total order is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of the order executed prior to the date of Techno-Commercial bid opening duly certified by bidder’s client shall be considered acceptable.
3. For arriving at the executed value of the order specified above, basic amount only shall be considered. In case order is inclusive of taxes, bidder should provide the break - up of basic value and taxes.
4. Authorized dealer shall have to submit tender specific authorization letter from manufacturer..

## **1.2: Financial Criteria:**

1.2.1 The Average Annual Turnover of the Bidder, should not be less than Rs. 151 Lakh (Rupees One Crore and Fifty One lakhs only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

1.2.3 In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

-Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.

-A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

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

Notes for 1.2:

1. Other income shall not be considered for arriving at annual turnover.



2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
3. Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

#### Notes-

1. Only PO submitted along with bid shall be considered for evaluation of Qualifying requirement.
2. EMD BG to be submitted only in NTPC format(Annexure-I). EMD BG in any other format including GeM format is not acceptable and bid is liable to be rejected during tendering stage. Vendor and their bank are advised to follow verbatim of the format provided and not to add/make any changes in it. In case any changes is made in EMD BG format which is not acceptable then bid may be rejected at technical evaluation stage, decision by NTPC Ltd is final in this regard. Vendors are advised to make EMD BG on correct stamp value. (Higher of three, Chhattisgarh/Bihar/State in which BG is made). Refer annexure XVI for stamp value. Vendors to strictly follow above.
3. Loading of material at vendor's side, transportation upto NTPC site Store shall be on vendor's account and no extra payment shall be done for loading and transportation of material .
4. Bidder has to upload self attested copy of NTPC technical data sheet as given in GeM bidding document under Compliance to BOQ tab towards acceptance & compliance of technical specifications.
5. The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ detail s/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents, those will not be taken into cognizance and will stand automatically withdrawn.
6. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action. Further, NTPC reserves right to amend any bid/tender conditions through appropriate CORRIGENDUM published in the portal at any time. NTPC also reserves the right to extend/change the bidding schedule through publishing necessary CORRIGENDUM in the portal if the situation demand so at any time. The corrigendum as decided by NTPC and deemed fit would be published in the portal as per provisions therein. This prevails over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have be

en taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments/Corrigendum, if any.

7.0 For PO submitted to meet Qualifying requirement of tender, digitally signed TPIA/ISA certificate to be submitted along with bid. ISA not applicable for partnership/proprietorship firms they have to submit TPIA certificate only in attached format. For acceptable TPIA list refer attached ATC.

8.0 Last three financial year audited balance sheet with UDIN no. to be submitted along with bid to meet Financial qualifying requirement.

9.0 MLC declaration in NTPC format attached in ATC, Nil deviation declaration, Single bid declaration, declaration for compliance to conflict of interest, ABAC policy and policy for debarment to be submitted in format attached in ATC.

Refer Attached ATC for details.

### 3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

### 4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**NTPC LIMITED**  
**(A Government of India Enterprise)**



**SPECIAL PURCHASE CONDITIONS**

**TENDER DETAILS- PROCUREMENT OF SS PLATE/SHEET FOR REPAIR AND  
REFURBISHMENT OF COAL BUNKER & MILLING SYSTEM AT NTPC BARH**

# Corrigendum

Evaluation Schedules	Item/Category	Quantity	Delivery Days
Schedule 1	SS Plate 6 mm For NTPC Barh	35 MT	180
Schedule 2	SS Plate 10 mm For NTPC Barh	25000 KG	180
<b>Schedule 3</b>	<b>SS Plate 3.15 mm For NTPC Barh</b>	<b>10 MT</b>	<b>180</b>

**Note- This Corrigendum issue to clarify that for schedule no. 3 thickness required is 3.15 mm as per technical specification of tender. Vendors are advised to quote accordingly.**

## 1.0 QUALIFYING REQUIREMENT (QR)

Project	NTPC BARH AND NTPC SIMHADRI
Completion Period	180 Days from GeM PO
Brief Scope of work	PROCUREMENT OF SS HALF TUBE SHIELDS FOR BOILER PRESSURE PARTS OF NTPC SIMHADRI & Barh.

### **1.0 Qualifying Requirements:**

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

#### 1.1: Technical Criteria:

1.1.1 The bidder should be a “Manufacturer/Authorised Dealer of the Manufacturer” of Stainless-Steel Plates.

1.1.2 The bidder should have executed orders for Supply of Stainless Steel “Plates/ pipes/tubes/pipe fittings” to any Industrial establishment during the preceding seven (07) years, reckoned as on date of techno-commercial bid opening with order values meeting any of the following criteria:

- i) Single order of executed value not less than **Rs.121 Lakhs.**  
OR
- ii) Two orders of executed value not less than **Rs. 76 Lakhs in each order**  
OR
- iii) Three orders of executed value not less than **Rs. 60 Lakhs in each order.**

#### Notes for Technical Criteria:

1. The word “Executed” mentioned above means that the bidder should have achieved the criteria specified above, even if the total order is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of the order executed prior to the date of Techno-Commercial bid opening duly certified by bidder’s client shall be considered acceptable.
3. For arriving at the executed value of the order specified above, basic amount only shall be considered. In case order is inclusive of taxes, bidder should provide the break – up of basic value and taxes.
4. Authorized dealer shall have to submit tender specific authorization letter from manufacturer..

## **1.2: Financial Criteria:**

1.2.1 The Average Annual Turnover of the Bidder, should not be less than Rs. 151 Lakh (Rupees One Crore and Fifty One lakhs only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

1.2.2 In case the bidder does not satisfy the financial criteria, stipulated at Cl. 1.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 1.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

1.2.3 In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

-Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.

-A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

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

Notes for 1.2:

1. Other income shall not be considered for arriving at annual turnover.

2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
3. Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

#### Notes-

1. Only PO submitted along with bid shall be considered for evaluation of Qualifying requirement.
2. EMD BG to be submitted only in NTPC format(Annexure-I). EMD BG in any other format including GeM format is not acceptable and bid is liable to be rejected during tendering stage. Vendor and their bank advised follow verbatim of the format provided and not to add/make any changes to it. In case any changes is made EMD BG format which is not acceptable then bid may be rejected at technical evaluation stage, decision by NTPC Ltd in final in this regard. Vendors are advised to make EMD BG on correct stamp value. (Higher of three, Chhattisgarh/Bihar/State in which BG is made). Refer annexure XVI for stamp value. Vendors to strictly follow above.
3. Loading of material at vendor's side, transportation upto NTPC site Store shall be on vendor's account and no extra payment shall be done for loading and transportation of material .
4. Bidder has to upload self attested copy of NTPC technical data sheet as given in GeM bidding document under Compliance to BOQ tab towards acceptance & compliance of technical specifications.
5. The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents, those will not be taken into cognizance and will stand automatically withdrawn.



6. NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action. Further, NTPC reserves right to amend any bid/tender conditions through appropriate CORRIGENDUM published in the portal at any time. NTPC also reserves the right to extend/change the bidding schedule through publishing necessary CORRIGENDUM in the portal if the situation demand so at any time. The corrigendum as decided by NTPC and deemed fit would be published in the portal as per provisions therein. This prevails over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments/Corrigendum, if any.

“Address for Communication  
DGM/AGM (Contracts & Materials)  
NTPC Limited,  
Unified Shared Service Centre,  
Central Procurement Group-1,  
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar  
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101  
Tel. No.: 0771-2515319  
Email: [deepaktripathi@ntpc.co.in](mailto:deepaktripathi@ntpc.co.in)

**1. 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)

<b>SPECIAL PURCHASE CONDITIONS (SPC)</b> (The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
<b>Special Purchase Conditions – Volume II Section I</b>		
1.0	<b>TYPE OF BIDDING</b>	Single stage Two Envelope
2.0	<b>REVERSE AUCTION RULES</b>	NOT APPLICABLE
3.0	<b>PRICE BASIS</b>	<p>F.O.R. DESTINATION BASIS (NTPC STORES BASIS as per provision on GeM portal)</p> <p>Consignee address for respective item given on the GeM portal.</p> <p>Bidders are requested to indicate the Price on “FOR NTPC Site” basis.</p> <p>GeM quoted price is all inclusive.(Freight, GST, P&amp;F etc.) Bidder to submit price bid accordingly.</p>
4.0	<b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>	<p>EMD amount : As per the GEM bidding documents.</p> <p>Following are acceptable instruments of EMD/BID Security-</p> <ol style="list-style-type: none"> <li>1. EMD Bank Guarantee(BG) (In proforma Annexure-I only)/ Insurance certificate (In proforma Annexure-II only)</li> </ol> <p>“The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security /EMD included in the Employer’s Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with</p>

	<p>the form of Insurance Surety Bond towards Bid security included in the Employer's Bidding Documents only.</p> <p>Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as being non-responsive,</p> <p>EMD Bank Guarantee (BG) to be submitted only in NTPC EMD BG format provided at Annexure-I of attached ATC. EMD BG in any other format including GeM format is not acceptable and bid is liable to be rejected.</p> <p>Bid Security/EMD BG should be valid for 165 days from the date of Opening of Techno-commercial. Bidder to ensure extension of EMD BG from their bank in case requested by NTPC.</p> <p>The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original) directly to the address mentioned at clause 39 below. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer. <b>Hard copy of EMD BG /Insurance certificate should be received within 5 working days of bid opening</b> at address mentioned below, failing which the bid may be treated as incomplete &amp; may lead to rejection of the bid by buyer without making any reference to the seller. Bidder to ensure sending EMD BG hard copy in advance as postal delay will not be considered.</p> <p>SFMS message must be sent to the Employer's bank whose details are given below at clause no. 5.0. EMD BG SFMS confirmation to be ensured by bidder through their bank. In case SFMS confirmation not received to NTPC through our bank, EMD BG will be considered invalid and bid will be rejected at technical evaluation stage. It is bidders responsibility to ensure that SFMS confirmation sent by their bank to our bank and SFMS confirmation received through our bank.</p>
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		<p>Stamp Duty of EMD BG- Stamp duty should be higher of following-</p> <ul style="list-style-type: none"><li>A. State where BG is submitted (Chhattisgarh)</li><li>B. State where BG is executed</li></ul> <p>(State of BG issuing bank branch)</p> <p>Details of stamp value state wise given below. ( Bidder to submit EMD BG with adequate stamp value)</p> <p>For EMD BG/Insurance certificate Format-Refer annexure I/Annexure II as applicable The Bidder shall furnish, as a part of his Bid a Earnest Money Deposit/Bid Security (in case of BG) hard copy in a sealed envelope, super scribed on the top as under,</p> <p>Tender No. .....</p> <p>Due Date of Bid Opening ..... (Date of Techno - Commercial Bid</p> <p>From ..... (Name of the Bidder).”</p> <p>2.0 <b>Micro and Small Enterprises</b> (MSEs) registered with UDYAM portal as per MSMED Act 2006, for goods produced &amp; services rendered shall be exempted from paying Earnest Money Deposit.</p> <p>MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contract.</p> <p>In case Tender category is not mentioned in UDYAM certificate submitted by bidder then bidder to submit proof of manufacturer like factory license, Pollution control board certificate, ISO certificate, audited annual report etc of tender items.</p>
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	<p>It is bidders responsibility to confirm and provide relevant documents to ensure manufacturer of tender items. In case manufacturer of tender items is not established then MSE benefit for EMD exemption will not be provided and bid is liable to be rejected. NTPC decision in this regard is final.</p> <p>Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption &amp; benefits. The benefit as above to MSEs shall be available only for Goods/Services produced &amp; provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs</p> <p>Purchase preference to eligible MSE will be given only for the item(s) quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and If it is found that none of the items offered /quoted by the MSE bidder is / are manufactured by them, then bid of such bidder shall be rejected.</p> <p>However, in case the MSE Bidder is manufacturing any / some of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder</p> <p>For availing MSE benefits, bidder shall confirm that some or all of the items offered/ quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of</p>
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		<p>purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Additionally, bidder must submit latest Annual Report or NSIC / SSI / BIS License / ISO Certificate / Any Other Statutory Document as a proof of being a manufacturer.</p> <p>3.0 Bidders which have EMD exemption as per GeM GTC/policy will be also accepted.</p> <p>Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened. Bid security details and scanned copy of the instrument shall also be uploaded online in an appropriate place.</p>			
5.0	<p><b>CONFIRMATION OF BGS ( CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</b></p>	<p>While issuing the physical BGS, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGS issued from within India) or SWIFT (in case of BGS issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1" data-bbox="695 1856 1419 1894"> <tr> <td data-bbox="695 1856 773 1894">i</td> <td data-bbox="773 1856 1000 1894">Bank Name</td> <td data-bbox="1000 1856 1419 1894">ICICI BANK LTD.</td> </tr> </table>	i	Bank Name	ICICI BANK LTD.
i	Bank Name	ICICI BANK LTD.			

		<table border="1"> <tr> <td>ii</td> <td>Branch</td> <td>CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td>iii</td> <td>Bank address</td> <td>9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td>iv</td> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> </table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:  BG advising message: IFN 760COV/ IFN 767COV via SFMS  Field Number: Particulars (to be mentioned in Row 1)  7037: NTPCBG (unique identifier)</p>	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
ii	Branch	CONNAUGHT PLACE BRANCH									
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001									
iv	IFSC Code	ICIC0000007									
6.0	<b>VALIDITY OF OFFER</b>	<b>120 days</b> from the date of opening of the 'Technical & Commercial Bid' by NTPC.									
7.0	<b>TRANSFER OF BID DOCUMENTS</b>	Not applicable									
8.0	<b>QUALIFYING REQUIREMENTS</b>	<p>Qualifying Given above , Please read and submit the required documents.</p> <p>The bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified Third Party Inspection Agency (TPIA) in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-IX(Undertaking from Statutory Auditor) and/ or Annexure X (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA”</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p>									

		<p>Note- 1. Independent Statutory Auditor certificate not applicable for Partnership and proprietorship firms. They have to submit TPIA certificate only.</p> <p>For meeting Qualifying requirement of tender, bidder to submit digitally signed TPIA/ISA certificate of non NTPC PO/Work executed in the format attached at annexure IX/Annexure X. Digitally signed TPIA/ISA certificate, PO, invoices, work completion certificate etc is mandatory requirement to meet Qualifying requirement by bidder for tender.</p>
9.0	<b>NIL DEVIATION CERTIFICATE</b>	This is a non-negotiable tender and any deviation on any condition(s) of this tender shall render the bid as non responsive. The agency has to submit the <b>Certificate of "NIL" Deviation</b> as per the attached Performa below (Annexure-XI)
10.0	<b>JURISDICTION</b>	Raipur
11.0	<b>PLACE OF ARBITRATION</b>	New Delhi, India
12.0	<b>INSURANCE</b>	Bidder shall be responsible for transportation and safe delivery of material. To be inclusive in GeM price quoted.
13.0	<b>FREIGHT</b>	Bidder shall be responsible for transportation and safe delivery of Material at NTPC Stores. Frieght charges to be inclusive in GeM price quoted by bidder.
14.0	<b>DELIVERY AND COMPLETION SCHEDULE</b>	At NTPC Barh Stores Within 180 days from GeM PO.
15.0	<b>PAYMENT TERMS</b>	100% within 30 days after receipt and acceptance of the materials at NTPC's Stores.
16.0	<b>Alternate Mode of Payment for Micro Small</b>	Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank



	<p><b>&amp; Medium Enterprises (MSMEs)</b></p>	<p>of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers. The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL. Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism. For queries/ details, the vendor may directly contact M1xchange or RXIL at:- (i) M1XCHANGE:- URL: <a href="https://m1xchange.com">https://m1xchange.com</a> Toll free No.: 1800-103-7261</p> <p>(ii) RXIL:- URL: <a href="https://www.rxil.in/Home/Index">https://www.rxil.in/Home/Index</a> Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311”</p>
<p>17.0</p>	<p><b>Performance Bank Guarantee (PBG)</b></p>	<p>The successful bidder shall be required to furnish the Performance Bank Guarantee (PBG) for an amount equal to <b>5 %</b> of GeM PO value for a period of 3 month plus Guarantee/Warranty period.</p> <p>a.PBG to be submitted within thirty (30) days of the receipt of GEM contract from the Employer, the Supplier shall furnish the Performance Bank Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer</p> <p>b. PBG to be submitted as an irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank. No other format is acceptable.</p> <p>c. Failure of the supplier to submit the above mentioned Performance Bank Guarantee shall constitute sufficient</p>

		<p>grounds for the annulment of the award and incident may be raised in GEM for suitable action.</p> <p>d. The successful bidder shall be required to furnish the Performance Bank Guarantee (PBG) for an amount equal to 5% of GEM contract value. PBG should be valid for a period of three months (3 months) beyond the Guarantee/Warranty period.</p> <p>PBG validity – 21 months from date of delivery as per GeM PO.</p> <p>PBG Claim period- Minimum 03 months above PBG validity.</p> <p><b>Value of Non-Judicial Stamp Paper/e-Stamp Paper</b></p> <p>BG will be executed 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 (Uttar Pradesh) or is to be acted upon (State where NTPC Project / Station is situated) or the rate prevailing in the State where the BG is executed (State where the BG issuing Bank is situated), <b>whichever is higher.</b></p> <p>The stamp duty is to be paid before or at the time of executing the Bank Guarantee and submission of stamp paper for deficit duty post execution of the BG is not admissible. BG executed with inadequate stamp duty is not admissible and will be returned to bidder.</p>
18.0	<b>TAXES &amp; DUTIES</b>	<p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates. Based on this information provided in the offer SAP regularizing PO shall be issued in reference to the GeM contract issued on successful bidder. The SAP regularizing PO is required for raising inspection call on</p>

		<p>our team portal and for payment procedures in the NTPC SAP system.</p> <p><i>As the GEM GTC : "Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc.</i></p>
19.0	<b>WARRANTY / GUARANTEE/DEFECT LIABILITY PERIOD</b>	<b>18 Months from date of supply or 12 months from date of use, whichever is earlier</b>
20.0	<b>INSPECTION</b>	<p><b>PDI shall be carried out by NTPC at vendors place</b></p> <p><del>Pre-Dispatch Inspection (PDI) shall be done as per P.O. terms &amp; conditions and approved Quality Plan. Vendor should mention in their offer the place where PDI will be carried out.</del></p> <p><b>All testing charges shall be in the scope of agency</b></p> <p><b>Material inspection at site stores</b></p>
21.0	<b>INTEGRITY PACT</b>	<p><b>As per GeM GTC</b></p> <p><del>Duly seal and signed Integrity pact to be submitted. Further bidders are advised that the Integrity Pact shall be sent to concerned NTPC officer through e-mail well in advance.</del></p>
22.0	<b>Evaluation Criteria</b>	<b>Itemwise evaluation</b>
23.0	<b>Price Variation</b>	<p><b>NOT Applicable</b></p> <p><b>FIRM PRICE BASIS</b></p>
24.0	<b>MSE Benefits</b>	<p>Benefits under PPP 2012 for MSEs shall be provided for</p> <p>(a) Goods produced</p> <p>and (b) Services provided by MSEs. <b>MSE benefits shall not be applicable to Trader/Dealer of Goods.</b></p>

		MSE benefits not applicable to trader or dealers.
25.0	<b>Minimum local Content</b>	<p><b>MLC class-I eligibility – 50%</b></p> <p>MLC Class-I suppliers are only eligible to participate in the tender.</p> <p>Bids of MLC Class-II and non MLC bidders shall be rejected</p> <p>Note- Bidders offering imported product will fall under non -local suppliers.</p> <p>Purchase preference applicable only for MLC Class- I bidders only.</p> <p><b>Bidder to submit MLC declaration in the NTPC Format attached below.</b></p> <p><b>Note:</b></p> <p>(1) The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the No. F. 7/10/2021-PPD(1), dt:23.02.2023, Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of Ministry of External Affairs.</p> <p>Procurement of raw material, components, etc. does not constitute sub- contracting.</p>
26.0	<b>Banning Policy</b>	With participation in tender Bidder confirms to NTPC Banning policy “Policy For Debarment from Business Dealings’ . Bidder to submit seal and signed declaration in format at Annexure XV along with bid.

27.0	<b>NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy</b>	Bidder to submit declaration in the attached format along with bid. With participation in tender Bidder confirms to NTPC ABAC policy. Bidder to submit seal and signed declaration in format at Annexure XVII along with bid.
28.0	<b>Safety</b>	The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> .
29.0	<b>LIQUIDATED DAMAGES GST ON LIQUIDATED DAMAGES</b>	Applicable as per GeM.  GST extra as applicable shall also be levied on Liquidated Damages.
30.0	<b>Shortfall Documents (As per GeM Policy)</b>	-As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2017, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance

		certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
31.0	<b>No Claim for Interest or damage</b>	<p><b>1. Interest on money due to the contractor:</b> Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p><b>No claim for interest or damage:</b> No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>
32.0	<b>E-WAYBILL</b>	E WAY BILL if required shall be arranged by the bidder.
33.0	<b>One Bid One Bidder</b>	<p>As per Clause 29 of GeM GTC.</p> <p>A Declaration to this effect shall be submitted along with the bid as per attached format at <a href="#">Annexure-XVIII</a></p>
34.0	<b>Conflict of Interest</b>	<p>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 this bidding process, if:</p> <p>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;</p>

		<p>or</p> <p>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder;</p> <p>or</p> <p>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender;</p> <p>or</p> <p>e) Bidder participates in more than one bid in this bidding process.</p> <p>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.</p> <p>One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:</p> <p>i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</p> <p>ii) Indian/foreign agent on behalf of only one principal.</p> <p>For the purposes of this clause the term 'control' shall have the following meaning:</p> <p>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.</p>
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		<p>XX.2 Bidders shall certify their compliance to Clause “Conflict of Interest” by Bidder's confirmation that Bidder has read and understood the Clause regarding “Conflict of Interest” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>
35.0	<p><b>Restrictions on procurement from a Bidder of a country which shares a land border with India</b></p>	<p><b>Bidders Eligible for Bidding:</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 sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Bidding is open to bidders from within the Employer's country only subject to fulfilment of conditions specified GEM GTC</p>



36.0	<b>INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS</b>	<p>i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid.</p> <p>ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security pursuant to clause titled 'CONTRACT PERFORMANCE GUARANTEE (CPG)/ PERFORMANCE BANK GUARANTEE(PBG) /SECURITY DEPOSIT (SD)', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of NTPC policy and procedures for Debarment from Business Dealings &amp; Fraud Prevention Policy with its amendments from time to time are integral part of this tender document. Bidders are requested to go through these policies available on our website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a></p>
37.0	<b>COMPLIANCE ON QUALIFYING REQUIREMENTS</b>	<p><i>Applicable</i></p> <p><a href="http://nabcb.qci.org.in/accreditation/req_bod_inspecti_on_bodies.php">http://nabcb.qci.org.in/accreditation/req_bod_inspecti_on_bodies.php</a></p> <p><i>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</i></p> <p><i>The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified &amp; certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.</i></p>

		<p><i>These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).</i></p> <p>No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate/certification along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. <b>However, bidders are not permitted to quote more than the three times the number of Work Orders/Purchase Orders/Letter of Awards/Contract.</b></p> <p><b>In case bidder already verified QR documents against NTPC tender then tender details to be mentioned.</b></p> <p><b>For PO issued by NTPC Ltd bidder need to mention PO no. only, no ISA/TPIA certificate is required.</b></p> <p><b>All documents to be digitally signed by TPIA or ISA.</b></p> <p><b>Note- Independent statutory auditor not applicable for Partnership/Proprietorship firms. They have to submit TPIA certificate only.</b></p> <p><b>For meeting Financial Qualifying requirement audited balance sheet/P&amp;L statement with valid UDIN no. shall be only considered.</b></p>
38.0	<b>Risk Purchase</b>	<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 from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier.</p> <p>Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>

39.0	<b>Special Instructions</b>	<p>a. Bidder to submit MLC certificate, Nil deviation certificate along with bid in the format attached.</p> <p>b. Price quoted in GeM is all inclusive(GST, Freight Insurance of any other component). Bidder to quote accordingly.</p> <p>c. In case of award bidder to submit PBG projectwise as separate GeM contract and NTPC PO shall be issued for each project.</p> <p>d. On placement of order, agency along with the invoice and other documents shall also submit photograph (soft copy) of the supplied material (in unpacked condition).</p> <p>e. NTPC policy and procedures for Debarment from Business Dealings &amp; Fraud Prevention Policy with its amendments from time to time are integral part of this tender document. Bidders are requested to go through these policies available on our website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a>. The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.</p> <p>Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.</p> <p>f. The Bidder along with its associate/collaborators/sub-contractors/ sub bidders /consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>The Employer has in place a policy and procedures for Debarment from Business Dealings and same is displayed on its tender website <a href="https://ntpctender.ntpc.co.in">https://ntpctender.ntpc.co.in</a>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor.</p> <p>The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.</p> <p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract</p>
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		award, without there by 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.
40.0	<b>Bid to be addressed to</b>	DGM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:- <a href="mailto:deepaktripathi@ntpc.co.in">deepaktripathi@ntpc.co.in</a>
41.0	<b>CONTACT PERSONS / ADDRESS</b>	Mr. Deepak Tripathi DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 <a href="mailto:deepaktripathi@ntpc.co.in">deepaktripathi@ntpc.co.in</a> <a href="tel:0771-2515319">0771-2515319</a>

**ANNEXURE-I**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

Bank Guarantee No.....

Date:

To,

NTPC Limited,  
CPG-1, Plot No. -87, Sector-24, Atal Nagar, Nava  
Raipur, Raipur, Chhattisgarh,  
PIN code: 492018 Phone: 0771-2515200.

Dear Sirs,

In accordance with your NIT No. .... dated .....  
M/s ..... (\*\*\*) ..... having its registered/Head Office at  
.....  
(hereinafter called the 'Bidder') wish to participate in the said Bid for  
..... (name  
of package).

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

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

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

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
..... Day .....20..... at .....

Signature.....

Name.....

Designation.....

Bank's Common Seal.....

Power

of

Attorney

No.....

1. (\*) The amount shall be as specified in the NIT/Bidding Documents.

(\*\*) Write the name and address of the Bidder

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

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

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

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.

4. 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 along with the Bank Guarantee.

5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC 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 enclosed herewith. In case of non compliance EMD BG will not be accepted and is liable to be rejected. (Refer page no. 36 and 37 of ATC)

**Annexure-II**

**Form of Insurance Surety Bond towards Bid Security**

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

Insurance Surety Bond No. ....

Date.....

To

*[Employer's Name and Address]*

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ....,

M/s.....*[Bidder's Name]*..... having its Registered/Head Office at  
..... (hereinafter called the 'Bidder') wish to participate in the said  
bid for *[Name of Package]* .....

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....  
(\* )

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

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

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

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on

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

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

NOTE: 1. (\*) The amount shall be as specified in the Bid Data Sheets.

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

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

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

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



**ANNEXURE-III**

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

**GEM BID NO. – GEM/2024/B/5481804**

**(Declaration on Local Content)**

Dear Sirs,

We have read the provisions of “Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I liers” enclosed with the SPC.

In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such items.

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

Sl. No. of BOQ	Description of Goods & Services	Percentage (%) of local Content	Details of the location(s) at which the local value addition is made(Completed factory address to be provided)

2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

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

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

2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (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 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

3)The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc as local value addition.

4) We confirm that we are not offering Foreign make product as these comes under Non MLC category-

**ANNEXURE IV**

**TENDERS HAVING PACKAGE WISE EVALUATION WHERE ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE TO BID}**

**GEM BID NO. ....**

**(Declaration on Local Content)**

Dear Sirs,

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

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

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

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

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

*The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc as local value addition.*

*We confirm that we are not offering Foreign make product as these comes under Non-MLC category.*

**ANNEXURE-V**

**~~TENDERS HAVING ITEM WISE EVALUATION WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID~~**

**GEM BID NO.** .....

**~~(Declaration on Local Content)~~**

Dear Sirs,

We have read the provisions of “Preference to Make In India and Eligibility for granting of Purchase Preference to Class-I local suppliers” enclosed with the Bid Data Sheets. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

~~\*1.0~~ In order to avail ~~purchase preference~~, we confirm that we are a '~~Class I local supplier~~' for Item(s) as per details given below:

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

**OR**

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

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

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

~~1.1 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing~~

~~chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##~~

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

~~2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).~~

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

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

~~2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.~~

~~3) The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc as local value addition.~~

~~4) We confirm that we are not offering Foreign make product as these comes under Non-MLC category.~~

**ANNEXURE VI**

**TENDERS HAVING PACKAGE WISE EVALUATION, WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID}**

**GEM BID NO.** .....

**(Declaration on Local Content)**

Dear Sirs,

We have read the provisions of "Preference to Make In India and Eligibility for granting of Purchase Preference to Class I local suppliers" enclosed with the Tender Documents. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

**\*1.0** *We confirm that we fulfill the requirements of Local content for Class I local supplier for Item(s) mentioned in Technical Specifications. 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. The details of the location(s) at which the local value addition is made are as under:*

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

**OR**

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

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

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

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

~~1.1 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##~~

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

~~2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).~~

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

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

~~2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.~~

~~3) The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc as local value addition.~~

~~4) We confirm that we are not offering Foreign make product as these comes under Non MLC category.~~

## ANNEXURE-VII

**GEM BID NO.**

### (Declaration on Local Content)

~~**TENDERS HAVING PACKAGE EVALUATION WHERE BOTH LOCAL (CLASS I & CLASS II) AND NON-LOCAL SUPPLIERS ARE ELIGIBLE TO BID,**~~

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

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

~~\_\_\_\_\_OR~~

~~**\*1.0**~~ We confirm that we are not a '~~Class I local supplier~~'.

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

~~1.1 We confirm that we are a Class I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class I local supplier only.~~

~~1.2 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##~~

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

~~2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).~~



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

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

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

*The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc as local value addition.*

*We confirm that we are not offering Foreign make product as these comes under Non-MLC category.*

ANNEXURE-VIII

~~{APPLICABLE ONLY IN CASES OF PROCUREMENT OF ITEM(S) LISTED AT ANNEXURE II OF CIRCULAR 819}~~

GEM BID NO. ....

Dear Sirs,

~~We have read the provisions of "Preference to Make In India and Eligibility for Evaluation/ granting of purchase preference to local suppliers" enclosed with the SPC. In terms of the requirement of the aforesaid provisions, we hereby declare the following:~~

~~1.0 In order to avail exemption from meeting stipulated Local Content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' for Item(s) for complete scope of work, we confirm that we are manufacturing the item(s) in India under a license from a foreign manufacturer who holds intellectual property rights and there is a technology collaboration agreement / transfer of technology agreement between the technology owner and us for indigenous manufacturing of the item(s) as per details below:~~

<del>Sl. No. of BOQ</del>	<del>Description of Goods</del>	<del>licensing Organization/Technology Owner</del>	<del>Details of the location(s) at which the local manufacturing is done</del>

~~2.0 Further, we hereby confirm the following:~~

<del>Whether the bidder is presently 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)</del>	<del>Yes* / No*</del>
--	-----------------------

~~\* Strike off, whichever is not applicable~~

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

~~Note : 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.~~

**ANNEXURE IX**

**Undertaking from Independent Statutory Auditor**

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

Bid Ref. No:

DATE:

To,

NTPC Ltd.

.....

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

Ref : IFB/Tender no. ....

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

Dear Sir,

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

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

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

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

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

1. Doc ref. no./PO No. .... dated (name of Documents)  
GST Invoice No. ....Dated.....  
Executed Value (Basic Only) Rs ....
2. Doc ref. no./PO No..... dated (name of Documents)  
GST Invoice No. ....Dated.....  
Executed Value (Basic Only) Rs.....
3. ....

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

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

.....

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

Thanking you,

**Annexure X**

**Undertaking from Third Party Inspection Agency**

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

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

To,  
NTPC Ltd.

.....  
Dear Sir,

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

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

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

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

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

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

3. Doc ref. no./PO No. .... dated (name of Documents)  
GST Invoice No. ....Dated.....  
Executed Value (Basic Only) Rs ....
4. Doc ref. no./PO No..... dated (name of Documents)  
GST Invoice No. ....Dated.....  
Executed Value (Basic Only) Rs.....

3. ....

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

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

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

Thanking you,

*\* Strike off, whichever is not applicable.*

**ANNEXURE-XI**

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

(Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

**GEM BID Ref No. GEM/2024/B/5481804**

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and ***we declare that we have not taken any deviation in this regard.***

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid and/or price bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/Clarifications/Addenda/Errata (if any) as mentioned at para 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 EMD/ Bid Security shall be forfeited.

Yours faithfully, Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

ANNEXURE-XII

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

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

bid Ref : **GEM/2024/B/5481804**      Date:.....

To

Dear Sir,

1.0 I, Mr./Ms. ....(\*CEO of the Company/\*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s ..... (Name of the Bidder) for the ..... (Name of the package) under NIT reference No. .... Dated .....

Yours faithfully, Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : \*Strike off whichever is not applicable.

ANNEXURE-XIII

NIT No.

**Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Item wise evaluation is applicable (to be submitted offline in a envelop as per the provisions of bidding documents)**

M/s (Name & address of the employer)      Date:

Ref: Our Bid Ref. No	Dated	against Tender Invitation
no.      Dated	for	<i>(Name of the Package)</i>

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

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

*Or*

*We are **manufacturer of some the quoted item(s)** and understand that the benefits pertaining to EMD and Tender fee exemption shall be applicable for our bid as per provisions of Bidding Document. We also understand that Purchase Preference benefits as applicable to MSEs under PPP 2012 shall be applicable only for those quoted items of our bid for which we are a manufacturer and the remaining quoted items, for which we are not a manufacturer, shall not be eligible for the aforesaid Purchase Preference benefits as per provisions of Bidding documents.*

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

Thanking you,

(Authorised Signatory)

Name & address of the bidder .....

Date:

\* Strike out which is not applicable

ANNEXURE XIV

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where Package wise evaluation is applicable (to be submitted offline in a envelop as per the provisions of bidding documents)

M/s (Name & address of the employer) \_\_\_\_\_ Date: \_\_\_\_\_

<b>Ref: Our Bid Ref. No</b>	<b>Dated</b>	<b>against Tender Invitation</b>
<b>no. _____ Dated</b>	<b>for</b>	<b>(Name of the Package)</b>

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

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

Or

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

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

Thanking you,

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

\* Strike out which is not applicable



NIT No. **GEM/2024/B/5481804**

ANNEXURE-XV

**Compliance to NTPC “Policy for Debarment from Business Dealing”**

Bidders shall certify their compliance on "Policy for Debarment from Business Dealings " of Employer by accepting the following.

**“Do you certify full compliance to all provisions of Bid Doc?”**

(1) Bidder has read the contents of Debarment Policy displayed on the website [www.ntpc.co.in/www.ntpctender.ntpc.co.in](http://www.ntpc.co.in/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.

Complete policy is available at tender website at <https://ntpctender.ntpc.co.in/> under section ‘policy docs’ and we undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

## ANNEXURE-XVI

### Stamp Duty Charges on EMD/PBG Bank Guarantee

<u>Sl. No.</u>	<u>State</u>	<u>Stamp Duty Charges</u>
1.	Telangana	3% of the value of the security Subject to a maximum of Rs.500/-
2.	West Bengal	Rs.50/-
3.	Tamil Nadu	One Rupee for every One Hundred rupees or part thereof for the amount
4.	Chhattisgarh	Rs. 250/-
5.	Uttar Pradesh	Rs. 5/- for every 1000 or part thereof subject to Rs.10000/-
6.	Gujarat	Rs.300/-
7.	Rajasthan	0.25% subject to a maximum of Rs. 25000/-
8.	Maharashtra	0.5% of Secured amount subject to maximum of Rs.10,00,000/-
9.	Madhya Pradesh	0.25% subject to a maximum of Rs. 25000/-
10.	Kerala	Rs.500/-
11.	Andhra Pradesh	3% of the value of the security Subject to a maximum of Rs.500/-
12.	Karnataka	Rs.200/-
13.	Odisha	Rs.100/-
14.	Bihar	3% of value Subject to a maximum of Rs.1000/-
15.	Uttarakhand	For Every Rupees One Thousand or part thereof:- Rs.5/-
16.	Delhi	Rs.100/-
17.	Assam	2% of value set in the document (Maximum of Rs.5000/-)
18.	Haryana	Rs.100/-
19.	Himachal Pradesh	0.05% of Secured amount, subject to the minimum of rupees One Hundred and maximum of Rs.1,000/- and duty rounded off to nearest rupees Ten.
20.	Tripura	Rs.500/-
21.	Arunachal Pradesh	Rs.30/-
22.	Jharkhand	3% of the amount Secured subject to a maximum of Rs.1000/-

23.	Punjab	Rs.100/-
24.	Chandigarh	Rs.100/-
25.	Sikkim	Where the value does not exceed Rs.50000/-:-Rs.50/- Where the value does not exceed Rs.50001/- but does not exceed Rs.10,00,000/-Rs.100/- Where the value does not exceed Rs.10,00,001/- but does not exceed Rs.50,00,000/-Rs.500/- Where the value does not exceed Rs.50,00,001/- but does not exceed Rs.1,00,00,000/-Rs.1000/- Where the value does not exceed Rs.1,00,00,001/- but does not exceed Rs.10,00,00,000/-Rs.2000/- Where value exceeds Rs.10,00,00,001:- Rs.5000/-
26.	Jammu and Kashmir	Rs.500/-
27.	Nagaland	Rs.24.75/-
28.	Manipur	Rs.18/-
29.	Mizoram	Rs.30/-
30.	Meghalaya	Rs.30/-
31.	Goa, Daman and Diu	Rs.15/-
32.	Ladakh	Rs.500/-

ANNEXURE-XVII

**NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy.**

NIT NO. **GEM/2024/B/5481804**

(Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy)

We and our employees along with our 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 we represent and confirm that we 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. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party’s affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party’s affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

Complete policy is available at tender website at <https://ntpctender.ntpc.co.in/> under section ‘policy docs’ and we undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer

Yours faithfully,

Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

ANNEXURE-XVIII

DECLARATION W.R.T. SINGLE BID

NIT NO. GEM/2024/B/5481804

To,

**GM (C&M)-CPG-1  
NTPC Limited, Western Region II Headquarters,  
Plot No-87, Sector-24, Atal Nagar,  
Naya Raipur, Raipur  
Chhatisgarh-492018**

Dear Sir,

We have read the contents of the Clause 29 of GeM GTC (One Bid per Bidder).

**In pursuant to Clause 29 of GeM GTC (One Bid per Bidder) following is declared:**

1. We have not made any other bid or multiple bids as understood or deemed in terms of this clause.
2. Sister/ Associated/ Allied concern having one or more common persons as Director/ Partner/ Member/ Owner have not participated in this tender.

It is also understood that if at any point of time the above declaration is found wrong, NTPC Limited shall have the full right to reject the bid, forfeit Bid Security and take any administrative/ legal actions.

(Authorised Signatory)

Name & address of the bidder .....

.....

Date:

ANNEXURE-XIX

NIT NO. GEM/2024/B/5481804

**Compliance to "Conflict of Interest" provisions**

..... PACKAGE  
FOR ..... PROJECT

GeM Tender NO. ....

We confirm that we have read and understood the ATC Clause no. 34 regarding "Conflict of Interest" and our bid is in compliance to this clause.

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 this 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.

XX.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by Bidder's confirmation that Bidder has read and understood the 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 Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.

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

In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as per "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

(Authorized Signatory)

Name & address of the bidder .....

Date:

ANNEXURE-XX

**PROFORMA OF LETTER OF UNDERTAKING**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**(To be executed by the Holding Company Supported by  
Board Resolution and submitted by the Bidder alongwith the Techno-Commercial Bid, Applicable to the  
Bidder for meeting the stipulated Financial Qualifying**

**Requirement as per Item No..... of Bid Data Sheet)**

Ref. :

Date :

To  
Contract Services  
NTPC Limited  
Noida - 201301

**Dear Sirs,**

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

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

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the  
execution of the said package to M/s. .... (Name of the Bidder), in case they are awarded the  
Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be  
without prejudice to the various liabilities that M/s .....

(Name of Bidder) would be required to undertake in terms of the Contract including the Performance



Security as well as other obligations of the Bidder/Contractor.

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

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

Yours faithfully

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

(Name & Designation).....

(Name of the Holding Company).....

(Seal of the Holding Company).....

**Witness :**

(1) .....

(2) .....

Date:

Place:

**ANNEXURE-XXI**

**HECK 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 .....
1. Bidder / Contracts Ref.  
(Name, Address, Tel. & FaxNo., email) .....
2. Bank Reference  
(Name, Address, Tel. & FaxNo., email) .....

**CHECK LIST**

S.No.	Details of Checks	Yes/No
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).	.....
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.

ANNEXURE-XXII

Page 1 of 3

**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>B</b>	<b>NATIONALISED BANKS</b>
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Overseas Bank
7	Indian Bank
8	Punjab National Bank
9	Union Bank of India
10	Punjab & Sind Bank
11	UCO Bank

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

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

14	Karur Vysya Bank Ltd
15	Kotak Mahindra Bank
16	Lakshmi Vilas Bank Ltd
17	Nainital Bank Ltd
18	RBL Bank Limited
19	South Indian Bank Ltd
20	Tamilnad Mercantile Bank Ltd
21	Yes Bank Ltd
22	IDBI Bank Ltd

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

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

1	Industrial & Commercial Bank of ChinaLtd
2	Industrial Bank of Korea
3	JP Morgan Chase Bank, National Association
4	JSC VTB Bank
5	KEB Hana Bank
6	Kookmin Bank
7	Krung Thai Bank Public Company Ltd
8	Mashreq Bank PSC
9	Mizuho BankLtd
10	MUFG Bank, Ltd
11	NatWest Markets Plc
12	PT Bank Maybank Indonesia TBK
13	Qatar National Bank (Q.P.S.C.)
14	Sberbank
15	SBM Bank (India) Ltd
16	Shinhan Bank
17	Societe Generale
18	Sonali Bank Ltd
19	Standard Chartered Bank
20	Sumitomo Mitsui Banking Corporation
21	United Overseas Bank Ltd
22	Westpac Banking Corporation
<b>23</b>	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. In case of non compliance EMD BG will not be accepted and is liable to be rejected.



ANNEXURE-XXIII



**भारतीय स्टेट बैंक**  
**State Bank of India**

कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,  
11-12 वा 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-II/AMT-1/2014-15/370

04.09.2014

Dear Sir,

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

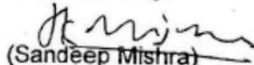
We refer to your letter dated 3<sup>rd</sup> September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

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**

## ANNEXURE-XXIV



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 of agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.*

UNQUOTE

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

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

Kindly acknowledge the receipt of this letter

Yours faithfully,

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

Copy for Kind information: ED(CC&M) for kind info of u.i.

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

ANNEXURE-XXV

GEM Bid No.....

**PROFORMA OF LETTER OF UNDERTAKING**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**(To be executed by the Holding Company Supported by  
Board Resolution and submitted by the Bidder along with the Techno-Commercial Bid, Applicable to the  
Bidder for meeting the stipulated Financial Qualifying**

**Requirement as per Item No..... of Bid Data Sheet)**

Ref. :

Date :

To  
Contract Services  
NTPC Limited  
Noida - 201301

**Dear Sirs,**

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

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

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

Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s .....

(Name of Bidder) would be required to undertake in terms of the Contract including the Performance

Security as well as other obligations of the Bidder/Contractor.

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

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

Yours faithfully

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

(Name & Designation).....

(Name of the Holding Company).....

(Seal of the Holding Company).....

**Witness :**

(1) .....

(2) .....

Date:

Place:

Annexure-C

Policy For  
Debarment from Business Dealings

Annexure-C

**Policy for Debarment from Business Dealings (Rev-4 dated 05.05.2023)**

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# Policy for Debarment from Business Dealings

## **1. Introduction**

**1.1** NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.

**1.2** Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

**2.1** NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.

**2.2** The procedure for (i) Withholding of Business Dealings, (ii) Banning of Business Dealings and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines. The terms 'withholding', 'suspension', 'banning' etc. convey the same meaning as that of debarment.

**2.3** This policy comes into force from the date of its issuance.

**2.4** The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy.

**2.5** The provisions of this Policy shall be applicable for Subsidiaries/JVs of NTPC as well.

**2.6** Withholding / Banning / Suspension of business dealings with any agency shall be done Company wide only (entire NTPC including Subsidiaries and JVs).



### 3. Definitions

In these Guidelines, unless the context otherwise requires:

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

ii) **Competent Authority** shall mean the following :-

***a) For Banning of Business Dealings pertaining to Contracts awarded/processed from Corporate Centre/ Site/ Region/ USSC/JVs/Subsidiaries of NTPC***

Functional Director of the concerned deptt. initiating the proposal for Banning shall be the '**Competent Authority**' for the purpose of these guidelines.

For cases pertaining to JVs / Subsidiaries of NTPC, the **Competent Authority** shall be the Chairman of the Board of the JV / Subsidiary provided the Chairman is a Functional Director of NTPC. In case the Chairman of the Board of the JV / Subsidiary is not a Functional Director of NTPC, competent authority shall be Director-In-Charge of CC&M dept. of NTPC.

CMD (NTPC) shall be the '**Appellate Authority**' for all cases.

***b) For Withholding of Business Dealings pertaining to Contracts awarded/processed from:***

(i) Corporate Centre - Concerned RED/Functional ED and ED(CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries-Concerned RED and ED(USSC).

***c) For Suspension of Business Dealings including issuance of show cause notice for Banning pertaining to Contracts awarded/processed from:***

(i) Corporate Centre – ED (CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries – ED (USSC).

- iii) **‘Investigating Department’** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) **List of Enlisted Agencies** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders etc.
- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <https://ntpctender.ntpc.co.in>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor’s performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term ‘Completion of Facilities’ as defined in the Contract.
- ix) **Standing Committee** shall mean a cross-functional Committee constituted for the purpose of these guidelines.
- x) **CC&M** shall mean “Corporate Contracts & Materials Deptt. of NTPC”.
- xi) **Integrity Pact**- shall mean the pact as displayed on NTPC tender website <https://ntpctender.ntpc.co.in> .

#### 4. Withholding of Business Dealings

##### 4.1 Grounds

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

If the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance;
- b) Fails to achieve the ‘Completion of Facilities’ or execute the contract milestones within time schedule stipulated in the contract;

- c) Suspends/stops work on any unfounded pretext including seeking higher compensation;
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract;
- e) Diverts funds advanced to the Contractor for purpose other than the Contract;
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract;
- i) Violates terms & conditions of the contract;
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract;
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract;
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution;
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract;
- o) If NTPC prima-facie is of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings with NTPC;
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;

- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it;
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority;
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work;

#### **4.2 Procedure**

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

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

#### **4.3 Notice of Default**

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

(28) days to remedy the default.

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

#### **4.4 Area of Operation**

Withholding of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

#### **4.5 Effect of Withholding**

The Agency, after issuance of the Order of Withholding of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno- commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Withholding Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Withholding Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

**Note-** Contracts concluded before the issue of the Withholding order shall, not be affected by the Withholding Order.

#### **4.6 Duration of Withholding**

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

#### **4.7 Revocation of Orders**

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

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

## 5. Banning of Business Dealings

### 5.1 Grounds

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

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

- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract;
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding for the tender;
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police/or any other Central Government investigation Agency/Department against the Agency for mala-fide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC);
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated;
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency during execution under contracts pertaining to NTPC or its JV/Subsidiary companies;
- s) If the Agency violates Section-2 of the Integrity Pact provided in the bid/Contract;
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC;
- u) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract;
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc;
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

**Note:** The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason if it is established beyond any reasonable doubt.

## **5.2 Procedure**

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

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

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

## **5.3 Show Cause Notice**

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued to the delinquent Agency, by the Competent Authority himself or by a person authorized for the said purpose.

The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing with Standing Committee to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

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

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

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

Reply to the Show Cause Notice given by the Agency and their



submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter.

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

#### **5.4 Speaking Order**

The speaking order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.

#### **5.5 Communication to Agencies**

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

#### **5.6 Period of banning**

The period for which the ban would be operative shall be mentioned in the order. The banning shall normally be for a period of six (6) months to two (02) years from the date of issuance of the speaking order. The period of banning shall be recommended by the standing committee on case to case basis depending upon the gravity of the default of the agency except in cases of bribery, corrupt, and fraudulent practices including misrepresentation of facts, where the banning period shall be for two (02) years.

However, in cases processed under provisions of Integrity pact or Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

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

Notwithstanding para 5.1(a) above, in case an agency after having

been issued the Notification of Award / Letter of Award within the bid validity period, either “does not sign the Contract Agreement” or “does not submit an acceptable Performance Security”, business dealings with the agency shall be suspended for a period of six (06) months from the date of issuance of suspension order, in accordance with the procedure for suspension of business dealings as specified at para 6 of this Policy. However, in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order.

### **5.7 Area of Operation**

Banning of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs).

### **5.8 Effect of Banning**

The Agency, after issuance of the Order of Banning of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno- commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Banning Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Banning Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

**Note-** Contracts concluded before the issue of the Banning order shall, not be affected by the Banning Order.

### **5.9 Process of reply**

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

### **5.10          *Hosting at NTPC website***

The names of the Agencies with whom Business Dealings have been banned shall be hosted at NTPC website by CC&M.

### **5.11          *Deleted***

### **5.12          *Appeal against the Decision of the Competent Authority.***

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

### **5.13          *Revocation of Orders***

a)                  The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.

b)                  In all other cases, an order for banning issued for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

c)                  An order for banning issued for the reasons mentioned under para 5.1 above, may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the direction/order/judgement of a Court of Law envisages revocation of banning.

Further, an order for banning issued for the reasons mentioned at para 5.1 (e) above may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

## 6. Suspension of Business Dealings

### 6.1 Grounds

The suspension of business dealings can be initiated against Agency, on following grounds:

- a) If fraud by agency has been established. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.
- b) If the agency has abandoned or repudiated the contract or fails to sign the Contract Agreement or fails to submit an acceptable Performance Security.

### 6.2 Deleted

### 6.3 Procedure

#### 6.3.1 In cases of fraud

- a) The concerned C&M deptt. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:
  - i) the Agency is put on suspensionlist.
  - ii) why action should not be taken for banning the Agency for future business dealings.

The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of

suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

- d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.
- h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

**6.3.2 In cases of abandonment or repudiation of contract (except failure to sign the Contract Agreement or submit an acceptable Performance Security)**

a) The concerned C&M deptt. shall put up the proposal for “Suspension of business dealings” and “issuance of Show Cause Notice” for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

- i) the Agency is put on suspension list
- ii) why action should not be taken for banning the Agency for future business dealings.

The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In

exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

- d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.
- h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

### **6.3.3 In cases of failure to sign the Contract Agreement or failure to submit an acceptable Performance Security**

- a) The concerned C&M dept. shall put up the proposal for “Suspension of business dealings” with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order shall be issued which must include the following:
  - i) the Agency is put on suspension list
  - ii) in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order for banning.

In case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, process for banning of business dealings with the Agency shall be initiated as mentioned at para

5.6 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate for a period of six (06) months and is to be communicated to Agency.
- d) Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

#### **6.4 Effect of Suspension:**

The Agency, after issuance of the Order of Suspension of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno- commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Suspension Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such agency is the lowest evaluated bidder (L-1) and award recommendation on such agency has been put up for approval, or the award recommendation is approved prior to issuance of Suspension Order under this policy but award is yet to be placed, then award recommendation on such agency shall stand cancelled and the price bid of Agency shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

No award shall be placed on any agency if Suspension Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

**Note-** Contracts concluded before the issue of the Suspension Order shall, not be affected by the Suspension Order.

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

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

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

The Agency, after issuance of the Order of Withholding/Banning/ Suspension of business dealings under this policy would not be allowed to participate as Associate/Collaborator of any bidders. In case the agency is proposed as Associate/Collaborator by any of the bidder and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of bidder has been opened prior to issuance of Withholding/Banning/Suspension Order under this policy, the price bid shall be rejected. In case, such bidder is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such bidder is the lowest evaluated bidder (L-1) and where award recommendation on such bidder has been put up for approval, or the award recommendation is approved prior to issuance of Withholding/Banning/ Suspension Order under this policy but award is yet to be placed, then award recommendation on such bidder shall stand cancelled and the price bid of bidder shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

Bid Security of such bidder shall be returned after rejection of bids in these cases.

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

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

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



has been approved as a sub-vendor earlier.

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

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

**9. Treatment in Tender/ Contracts of JVs/Subsidiaries of NTPC**

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

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

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

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

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