



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5913556
Dated/दिनांक : 07-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-02-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-02-2025 15:30:00
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
क्रेता ईमेल/Buyer Email	buyer613.nl.mh@gembuyer.in
Item Category/मद केटेगरी	Handling ,Transport and Other Mining Services - Percentage quote based - Slabwise Rate Contract to transport 20 Lakh CuM of pond ash in the from NTPC Vindhyachal
Contract Period/अनुबंध अवधि	1 Year(s)
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	Experience Criteria,Bidder Turnover,Certificate (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
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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण

Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	5000000

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).	15

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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). 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 :

HOD

SM/ 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.: 0771-2515402/0771-2515537
(Ntpc Limited)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1738906399.pdf](#)

Terms and Conditions to be mentioned by Buyer for bidders to participate:[1738906411.pdf](#)

Any Other Documents and Requirement to be mentioned by Buyer:[1738906421.pdf](#)

Handling ,Transport And Other Mining Services - Percentage Quote Based - Slabwise Rate Contract To Transport 20 Lakh CuM Of Pond Ash In The From NTPC Vindhyachal (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
SOR Items	Slabwise Rate Contract to transport 20 Lakh CuM of pond ash in the from NTPC Vindhyachal
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

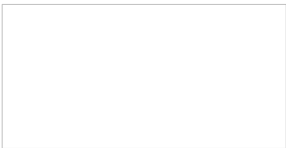
Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Project based (to be kept as 1)	Additional Requirement/अतिरिक्त आवश्यकता
1	Animesh Kumar	486885,Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885 Vindhyanagar	1	<ul style="list-style-type: none"> Base Value in INR (inclusive of all taxes) : 3000000000

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses



Additional Terms and Conditions (ATC)

UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

Name of Package: “Excavation & loading of pond ash at **NTPC VINDHAYACHAL** Ash Dyke, transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road projects of NHAI and other Central or State Government Road construction department / Authority / PMGSY Road Project”

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
 - a. Section-I: Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
 - b. Section-II: Instructions to Bidders (ITB)
 - c. Section-III: Bid Data Sheet (BDS)
 - d. Section-IV: General Conditions of Contract (GCC)
 - e. Section-V: Special Conditions of Contract (SCC)
 - f. Section-VI: Technical Specifications and Terms & Conditions
 - g. Section-VII: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ) (As per GeM)
 - h. Section-VIII: Forms and Procedures (Part 1 of 3, Part 2 of 3 & Part 3 of 3)

2. **Qualifying Requirements:** Qualifying requirements shall be as per NIT.

3. **EMD:** EMD is to be submitted in the form of Bank Guarantee/ Insurance Surety Bond **in the format specified in the Bid Document only.**

Submission of EMD BG in GeM Format shall not be accepted and such Bids shall be outrightly rejected.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security included in the Employer's Bidding Documents only (refer Section-VIII: Forms and Procedures (Part 1 of 3)). In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security included in the Employer's Bidding Documents only (refer Section-VIII: Forms and Procedures (Part 1 of 3)). **Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.**

A copy of EMD BG is to be uploaded on GeM Portal during Bid submission. Hard copy of EMD BG shall reach to following address within before Bid opening on GeM Portal. **For further details refer to clause 14 of BDS.**

Ila Anand, Sr. Manager (C&M),
NTPC Limited,
CPG-1, Plot No. -87, Sector-24, Atal Nagar,
Nava Raipur, Raipur, Chhattisgarh,

In case Hard copy of BG is not received within the stipulated time to be read along with BDS clause 14, Bid is liable to be rejected.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

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	7037
Particulars (to be mentioned in Row 1)	NTPCBG (unique identifier)

EMD exemption: Micro and Small Enterprises (MSEs) having UDYAM Registration, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit. Such registered bidders will have to submit **UDYAM Registration Certificate**, as a proof of being MSE on GeM Portal.

To avail MSE benefit in respect of EMD exemption and purchase preference, Bidder should be a manufacturer of offered product. Traders are excluded from purview of MSE benefit.

EMD exemptions as per GeM GTC shall be applicable.

- 4. A complete set of tender documents as mentioned above along with QR Requirement are enclosed under “Terms and Conditions To Be Mentioned By Buyer For Bidders To Participate”.**
- 5. Integrity pact (Pre-signed) along with other formats are enclosed under “Any Other Documents And Requirement To Be Mentioned By Buyer”.**
6. Terms and Conditions stipulated in ATC will supersede those in GeM GTC and STC in case of any conflicting provisions.
7. Bidders are required to submit the documents as mentioned in the check list appended below while submitting their bid and submit the duly filled check list online on GeM portal in ‘Additional ATC documents’.

Formats of the documents required to be submitted as per this check list can be referred from “Section-VII: Forms and Procedures” enclosed under “Tender Document” and “**Terms And Conditions To Be Mentioned By Buyer For Bidders To Participate**”.

8. MSEs seeking exemption for EMD and Purchase Preference shall select appropriate option on GeM portal (separately for each i.e. EMD & purchase preference) and should enclose a attested/self-certified copy of UDYAM registration certificate, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

9. Evaluation Criteria:

- (1) Rate contract will be finalized with a maximum of **SIX (6)** bidders. Rate Contract shall be enforceable for aforesaid Project only.
- (2) **Bid Price** : Under the subject Rate contract, the Bidders are required to quote “**Accepted % of base value**” against the **Tender Price (including GST)**.

For example,

- (i) If a Bidder quotes **110%** against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% Premium on the tendered Price.
- (ii) Similarly, if a Bidder quotes 90% against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% discount on the Tendered Price.

Further, Bidder’s to note that the offered **Premium / Discount** mentioned by them in the Bid shall be uniformly applicable on Estimated Unit Rate for each line item (inclusive of GST) under the Rate Contract.

- (3) The Evaluated Bid Price (EBP) of the Bidders would be ranked in ascending order as **L-1, L-2, L-3** and so on based on ‘Accepted % of base value’ as illustrated above.
- (4) The **L-2, L-3, L-4, L-5, L-6** bidders may also be eligible for award of Rate Contract in case bidders agree to match the finalized L-1 bid price.
- (5) If L1 is Non-MSE Bidder and MSE Bidders are falling in the range of L1+15% then the **Order of Preference in Ranking to MSE Bidders** shall be given as follows subject to matching of L1 price:
 - a) **First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE.**
 - b) **Second preference to SC/ST -MSE Only**
 - c) **Third Preference to Women- MSE only.**
 - d) **Others MSEs.**

The above category/classification of MSE Bidder shall be verified through their submitted Udyam Certificate. No other document will be referred for the same.

(6) Criteria for application of MSE Preference:

- i) If L-1 ranked bidder as per (2) above is a MSE bidder, then no further MSE preference will be applicable.
- ii) If L-1 ranked bidder as per (2) is non-MSE bidder then MSE preference will be applied to eligible MSE bidders (those MSE bidders which are falling in the range of L1+15%) in the “**Order of Preference in Ranking to MSE Bidders**” (as defined at (5)) as under:

- Top ranked MSE bidder will be offered to match its price to the finalized Premium/Discount’ with L-1 bidder. If the TOP ranked MSE bidder accepts to match the finalized ‘Premium/Discount’ of L-1 bidder, preference in ranking shall be provided to the top ranked MSE bidder.
- If top ranked MSE bidder as per criteria mentioned above at Point no. 5 does not accept to match the finalized ‘Premium/Discount’ with L-1 bidder, other eligible MSE bidders will be given opportunity in order of their ranking (starting with the next ranked MSE bidder as per criteria mentioned above at Point no. 5 and so on) to match their price to the finalized Premium/Discount’ with L-1 bidder. After acceptance to match the L-1 bidder’s finalized Premium/Discount’ by any eligible MSE bidder as above (in order of their ranking), other eligible MSE bidders shall not be eligible for any Preference in ranking.”

(7) In case, any other bidder (other than L-1 Bidder) who is given an opportunity to match the lowest finalised ‘Premium/ Discount’ with L1 (in the order of their ranking), not agree to do so, then in that case, option shall be provided to next lowest ranked bidder to match the finalized Premium/Discount’ of L1 bidder.

Evaluation Criteria In case of Tie-condition:

(i) In case where in a tender two or more bidders have quoted the same price, preference shall be given as per follows:

- a) **1st preference to SC/ST- Women MSE**
- b) **2nd preference to SC/ST-MSE**
- c) **3rd preference to Women-MSE**
- d) **4th preference to Other MSE Bidder**
- e) **Last preference to the Non-MSE Bidder**

(ii) In case of tie condition amongst the same category Bidders (i.e. tie among SC/ST Women MSE at same position or tie among SC/ST MSE at same position or tie among women MSE at same position or tie among Other Bidders at same position etc.) as mentioned above (at any Positions) in respect of their Evaluated Bid Price (EBP), the ranking of bidders shall be determined on the basis of their average Annual Financial Turnover during preceding three (03) financial years, as established in evaluation of financial Qualifying Requirements, with the priority being accorded to the bidder having higher average annual financial turnover over the other bidder.

A. Work distribution criterion for Award under rate Contract

The maximum cumulative award value for eligible shortlisted bidder shall be as under:

The ‘Cumulative maximum award’ value of individual bidder against Rate Contract shall be worked out as under:

Base Value in GeM x [“Accepted % of base value”/ 100]

Number of shortlisted Bidders

Subject to Cumulative maximum award value of individual bidder against Rate Contract shall not exceed more than **Rs. 50 Cr.**

Examples:

(i) Total declared Base Value: Rs. 300 Crore

Maximum No. of Bidders to be awarded (as per Tender condition): 6

In case, L-1 quoted/ finalized discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalized Premium): 6

*Cumulative maximum Award Value of each shortlisted Bidder: Rs. 45 Crore [300 * 0.9 / 6]*

(ii) Total declared Base Value: Rs. 300 Crore

Maximum No. of Bidders to be awarded (as per Tender condition): 6

L-1 quoted/ finalized discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalized Premium) : 4

*Cumulative maximum Award Value of each shortlisted Bidder: Rs. 50 Crore [Minimum of (300 * 0.9 / 4) or 50 Max.] and remaining 70 Crore shall be left unawarded.*

Upon finalization, the Rate Contract to individual shortlisted eligible bidder(s) shall be placed through GEM Portal. Further a separate Letter of Award to individual shortlisted eligible Bidder(s) shall also be issued indicating the evaluated position, finalized rates, applicable GST, maximum award value etc shall also be issued.

During the validity of Rate Contract, as and when requirement of ash supply is received, individual work order / purchase order (PO) shall be issued to the vendor based on the aforesaid Rate Contract, for the work assigned. The Work Order / Purchase Order (PO) can be given to more than one agency, if the quantity of ash to be supplied is large.

Work distribution shall be decided by EIC as per the ranking priority (L1, L2.... Ln) on the basis of ash supply requirement, lead distances, availability of fronts, ash dyke constraints, safety, and plant operation consideration.

One example is as under:

The Work Orders / Purchase Orders (PO) shall be given to the agencies, as per following work distribution:

Normally, award shall be placed initially to lowest evaluated L-1 bidder upto award amount of approx. Rs. **20 Crore** or below. Subsequently, award for balance quantity shall be placed to L-2 bidder for an amount approx. **Rs. 20 Crore** or below and so on to L3, L4,... each. Above award shall be placed according to work requirement arisen time to time in NTPC at aforesaid Project as the Quantity is tentative in nature. After catering of award to all the eligible bidders as per aforesaid manner, the sequential cycle for award will normally be repeated in the above manner.

However, NTPC/EIC reserves the right to allocate / award the work for initial PO placement to any Contractor(s) & also for further placement of PO in any other manner. Any claim shall not be entertained by NTPC with respect to Work / PO allocation, from the contractor.

NTPC does not guarantee the placement of Purchase Order based on the rate contract with the bidders and shall not entertain any claim in this regard.

Bidder(s) may note that requirement to supply ash may arise within the state or to bordering state within the range of 300 km from thermal power plant, for which contractor shall be required to transport ash as per the rate, terms and conditions of the rate contract.

The followings have been ensured while submitting the bid on GeM portal:

1. The Bid Security/EMD BG has been prepared in NTPC format and GeM format is not used for the same.
2. MSE Certificate i.e. Udyam only (if applicable) has been submitted on the designated place of GeM portal.
3. Purchase preference (if applicable) has been applied separately on GeM portal at designated place.
4. Attachment-14 & Attachment-15 have been signed and uploaded on GeM portal.
5. Documents furnished to meet the requirements of Technical QR are duly verified and digitally signed by TPIA/ISA (in case of companies only).

Bidder's Sign & Stamp

Place: _____ Name of Authorized person
having Power
of attorney
Designation.....
Common Seal.....

Mobile

Email

2. 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---

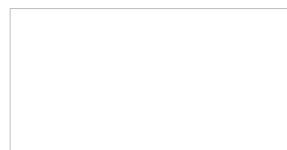
Bid Corrigendum

GEM/2025/B/5913556-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses



Additional Terms and Conditions (ATC)

***UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR
CONTRACT & MATERIAL DEPTT***

Corrigendum-01

Name of Package: “Excavation & loading of pond ash at **NTPC VINDHAYACHAL** Ash Dyke, transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road projects of NHAI and other Central or State Government Road construction department / Authority / PMGSY Road Project”

Bidders must take note of revised bid price Schedule as mentioned below:

Revised Bid Price Schedule:

S.No. (A)	Road Project falling within (Slabs)(#)(Km) (B)	Estimated Rate Inclusive of GST (Rs. /m3/km) (C)
10	Transportation and unloading	
10.10	0-50	8.08
10.20	50-100	6.62
10.30	100-150	6.33
10.40	150-200	6.20
10.50	200-250	6.14
10.60	## More than 250 Kms subject to maximum 300 Kms radial/ aerial distance	6.09
	Total	
20.10	Ash Excavation from Dyke	Rs. 60.64 per CuM
30.10	Ash Loading from Dyke	Rs. 23.12 per CuM
<p>(#) For exact distance at 50 km, 100km, 150 km, etc Rate of higher slab i.e., 50-100 km, 100-150 km, 150-200 km, etc shall be taken respectively.</p> <p>(##) The rate for BOQ Item 10.60 for Transportation and Loading for Road Projects falling within 250 km and above, within a radius of 300 km shall be the same. Bidders may please note that transportation will be maximum 300KM radial/aerial distance from source.</p>		

Note:

1. The Estimated Unit rate(s) indicated under 'Bid price schedule' is inclusive of GST.
 2. The Unit Rate of each item for a Bidder will be derived after applying " **Accepted % of base value**" on the corresponding Estimated unit rate of the line Item (as per Bid Price Schedule mentioned above). This Unit Rate will be considered inclusive of GST declared by the Bidder under Attachment-14.
 3. The quoted "Accepted % of base value" shall be equally applicable on all the rates mentioned in the Bid Price Schedule and bidders are advised to quote accordingly.
 4. Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as "Declaration Regarding GST" (to be submitted along with Techno-Commercial Bid). The same will be considered for deriving basic rates (without GST) for the purpose of award.

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
 - a. Section-I: Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
 - b. Section-II: Instructions to Bidders (ITB)
 - c. Section-III: Bid Data Sheet (BDS)
 - d. Section-IV: General Conditions of Contract (GCC)
 - e. Section-V: Special Conditions of Contract (SCC)
 - f. Section-VI: Technical Specifications and Terms & Conditions
 - g. Section-VII: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ) (As per GeM)
 - h. Section-VIII: Forms and Procedures (Part 1 of 3, Part 2 of 3 & Part 3 of 3)

2. **Qualifying Requirements:** Qualifying requirements shall be as per NIT.

3. **EMD:** EMD is to be submitted in the form of Bank Guarantee/ Insurance Surety Bond **in the format specified in the Bid Document only.**

Submission of EMD BG in GeM Format shall not be accepted and such Bids shall be outrightly rejected.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security included in the Employer's Bidding Documents only (refer Section-VIII: Forms and Procedures (Part 1 of 3)). In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security included in the Employer's Bidding Documents only (refer Section-VIII: Forms and Procedures (Part 1 of 3)). **Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.**

A copy of EMD BG is to be uploaded on GeM Portal during Bid submission. Hard copy of EMD BG shall reach to following address within before Bid opening on GeM Portal. **For further details refer to clause 14 of BDS.**

Ila Anand, Sr. Manager (C&M),
NTPC Limited,
CPG-1, Plot No. -87, Sector-24, Atal Nagar,
Nava Raipur, Raipur, Chhattisgarh,

In case Hard copy of BG is not received within the stipulated time to be read along with BDS clause 14, Bid is liable to be rejected.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
- (iv) IFSC Code: ICIC0000007

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	7037
Particulars (to be mentioned in Row 1)	NTPCBG (unique identifier)

EMD exemption: Micro and Small Enterprises (MSEs) having UDYAM Registration, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit. Such registered bidders will have to submit **UDYAM Registration Certificate**, as a proof of being MSE on GeM Portal.

To avail MSE benefit in respect of EMD exemption and purchase preference, Bidder should be a manufacturer of offered product. Traders are excluded from purview of MSE benefit.

EMD exemptions as per GeM GTC shall be applicable.

4. **A complete set of tender documents as mentioned above along with QR Requirement are enclosed under “Terms and Conditions To Be Mentioned By Buyer For Bidders To Participate”.**
5. **Integrity pact (Pre-signed) along with other formats are enclosed under “Any Other Documents And Requirement To Be Mentioned By Buyer”.**
6. Terms and Conditions stipulated in ATC will supersede those in GeM GTC and STC in case of any conflicting provisions.
7. Bidders are required to submit the documents as mentioned in the check list appended below while submitting their bid and submit the dully filled check list online on GeM portal in ‘Additional ATC documents’.

Formats of the documents required to be submitted as per this check list can be referred from “Section-VII: Forms and Procedures” enclosed under “Tender Document” and ‘**“Terms And Conditions To Be Mentioned By Buyer For Bidders To Participate”.**

8. **MSEs seeking exemption for EMD and Purchase Preference shall select appropriate option on GeM portal (separately for each i.e. EMD & purchase preference) and should enclose a attested/self-certified copy of UDYAM registration certificate, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.**

9. Evaluation Criteria:

- (1) Rate contract will be finalized with a maximum of **SIX (6)** bidders. Rate Contract shall be enforceable for aforesaid Project only.
- (2) **Bid Price** : Under the subject Rate contract, the Bidders are required to quote “**Accepted % of base value**” against the **Tender Price (including GST)**.

For example,

- (i) If a Bidder quotes **110%** against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% Premium on the tendered Price.
- (ii) Similarly, if a Bidder quotes 90% against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% discount on the Tendered Price.

Further, Bidder’s to note that the offered **Premium / Discount** mentioned by them in the Bid shall be uniformly applicable on Estimated Unit Rate for each line item (inclusive of GST) under the Rate Contract.

- (3) The Evaluated Bid Price (EBP) of the Bidders would be ranked in ascending order as **L-1, L-2, L-3** and so on based on ‘Accepted % of base value’ as illustrated above.
- (4) The **L-2, L-3, L-4, L-5, L-6** bidders may also be eligible for award of Rate Contract in case bidders agree to match the finalized L-1 bid price.
- (5) If L1 is Non-MSE Bidder and MSE Bidders are falling in the range of L1+15% then the **Order of Preference in Ranking to MSE Bidders** shall be given as follows subject to matching of L1 price:
 - a) **First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE.**
 - b) **Second preference to SC/ST -MSE Only**
 - c) **Third Preference to Women- MSE only.**
 - d) **Others MSEs.**

The above category/classification of MSE Bidder shall be verified through their submitted Udyam Certificate. No other document will be referred for the same.

- (6) Criteria for application of MSE Preference:
 - i) If L-1 ranked bidder as per (2) above is a MSE bidder, then no further MSE preference will be applicable.
 - ii) If L-1 ranked bidder as per (2) is non-MSE bidder then MSE preference will be applied to eligible MSE bidders (those MSE bidders which are falling in the range of L1+15%) in the “**Order of Preference in Ranking to MSE Bidders**” (as defined at (5)) as under:
 - Top ranked MSE bidder will be offered to match its price to the finalized Premium/Discount’ with L-1 bidder. If the TOP ranked MSE bidder accepts to match the finalized ‘Premium/Discount’ of L-1 bidder, preference in ranking shall be provided to the top ranked MSE bidder.
 - If top ranked MSE bidder as per criteria mentioned above at Point no. 5 does not accept to match the finalized ‘Premium/Discount’ with L-1 bidder, other eligible MSE bidders will be given opportunity in order of their ranking (starting with the next ranked MSE bidder as per criteria mentioned above at Point no. 5 and so on) to match their price to the finalized Premium/Discount’ with L-1 bidder. After acceptance to match the L-1 bidder’s finalized Premium/Discount’ by any eligible MSE bidder as above (in order of their ranking), other eligible MSE bidders shall not be eligible for any Preference in ranking.”
- (7) In case, any other bidder (other than L-1 Bidder) who is given an opportunity to match the lo

west finalised 'Premium/ Discount' with L1 (in the order of their ranking), not agree to do so, then in that case, option shall be provided to next lowest ranked bidder to match the finalized Premium/Discount' of L1 bidder.

Evaluation Criteria In case of Tie-condition:

(i) In case where in a tender two or more bidders have quoted the same price, preference shall be given as per follows:

- a) 1st preference to SC/ST- Women MSE
- b) 2nd preference to SC/ST-MSE
- c) 3rd preference to Women-MSE
- d) 4th preference to Other MSE Bidder
- e) Last preference to the Non-MSE Bidder

(ii) In case of tie condition amongst the same category Bidders (i.e. tie among SC/ST Women MSE at same position or tie among SC/ST MSE at same position or tie among women MSE at same position or tie among Other Bidders at same position etc.) as mentioned above (at any Positions) in respect of their Evaluated Bid Price (EBP), the ranking of bidders shall be determined on the basis of their average Annual Financial Turnover during preceding three (03) financial years, as established in evaluation of financial Qualifying Requirements, with the priority being accorded to the bidder having higher average annual financial turnover over the other bidder.

A. Work distribution criterion for Award under rate Contract

The maximum cumulative award value for eligible shortlisted bidder shall be as under:

The 'Cumulative maximum award' value of individual bidder against Rate Contract shall be worked out as under:

Base Value in GeM x ["Accepted % of base value"/ 100]

Number of shortlisted Bidders

Subject to Cumulative maximum award value of individual bidder against Rate Contract shall not exceed more than **Rs. 50 Cr.**

Examples:

(i) Total declared Base Value: Rs. 300 Crore

Maximum No. of Bidders to be awarded (as per Tender condition): 6

In case, L-1 quoted/ finalized discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalized Premium): 6

*Cumulative maximum Award Value of each shortlisted Bidder: Rs. 45 Crore [300 * 0.*

(ii) Total declared Base Value: Rs. 300 Crore

Maximum No. of Bidders to be awarded (as per Tender condition): 6

L-1 quoted/ finalized discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalized Premium) : 4

Cumulative maximum Award Value of each shortlisted Bidder: Rs. 50 Crore [Minimum of (300 * 0.9 / 4) or 50 Max.] and remaining 70 Crore shall be left unawarded.

Upon finalization, the Rate Contract to individual shortlisted eligible bidder(s) shall be placed through GEM Portal. Further a separate Letter of Award to individual shortlisted eligible Bidder(s) shall also be issued indicating the evaluated position, finalized rates, applicable GST, maximum award value etc shall also be issued.

During the validity of Rate Contract, as and when requirement of ash supply is received, individual work order / purchase order (PO) shall be issued to the vendor based on the aforesaid Rate Contract, for the work assigned. The Work Order / Purchase Order (PO) can be given to more than one agency, if the quantity of ash to be supplied is large.

Work distribution shall be decided by EIC as per the ranking priority (L1, L2.... Ln) on the basis of ash supply requirement, lead distances, availability of fronts, ash dyke constraints, safety, and plant operation consideration.

One example is as under:

The Work Orders / Purchase Orders (PO) shall be given to the agencies, as per following work distribution:

Normally, award shall be placed initially to lowest evaluated L-1 bidder upto award amount of approx. Rs. **20 Crore** or below. Subsequently, award for balance quantity shall be placed to L-2 bidder for an amount approx. **Rs. 20 Crore** or below and so on to L3, L4,... each. Above award shall be placed according to work requirement arisen time to time in NTPC at aforesaid Project as the Quantity is tentative in nature. After catering of award to all the eligible bidders as per aforesaid manner, the sequential cycle for award will normally be repeated in the above manner.

However, NTPC/EIC reserves the right to allocate / award the work for initial PO placement to any Contractor(s) & also for further placement of PO in any other manner. Any claim shall not be entertained by NTPC with respect to Work / PO allocation, from the contractor.

NTPC does not guarantee the placement of Purchase Order based on the rate contract with the bidders and shall not entertain any claim in this regard.

Bidder(s) may note that requirement to supply ash may arise within the state or to bordering state within the range of 300 km from thermal power plant, for which contractor shall be required to transport ash as per the rate, terms and conditions of the rate contract.

The followings have been ensured while submitting the bid on GeM portal:

1. The Bid Security/EMD BG has been prepared in NTPC format and GeM format is not used for the

- same.
2. MSE Certificate i.e. Udyam only (if applicable) has been submitted on the designated place of GeM portal.
 3. Purchase preference (if applicable) has been applied separately on GeM portal at designated place.
 4. Attachment-14 & Attachment-15 have been signed and uploaded on GeM portal.
5. Documents furnished to meet the requirements of Technical QR are duly verified and digitally signed by TPIA/ISA (in case of companies only).

Bidder's Sign & Stamp

Place: _____ Name of Authorized person _____

 having Power _____
 of attorney
 Designation.....
 Common Seal.....

Mobile

Email

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

Disclaimer

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

Scope of Work and Terms & Condition:

A. Scope of Work:

Excavation & Loading of pond ash at **NTPC Vindhyachal** Ash Dyke, transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road projects of NHAI and other Central or State Government Road construction department / Authority / PMGSY Road Project.

Bid Price Schedule:

S.No. (A)	Road Project falling within (Slabs)(#)(Km) (B)	Estimated Rate Inclusive of GST (Rs. /m ³ /km) (C)
10	Transportation and unloading	
10.10	0-50	8.08
10.20	50-100	6.62
10.30	100-150	6.33
10.40	150-200	6.20
10.50	200-250	6.14
10.60	## More than 250 Kms subject to maximum 300 Kms radial/ aerial distance	6.09
	Total	
20.10	Ash Excavation from Dyke	Rs. 60.64 per CuM
30.10	Ash Loading from Dyke	Rs. 23.12 per CuM
(#) For exact distance at 50 km, 100km, 150 km, etc Rate of higher slab i.e., 50-100 km, 100-150 km, 150-200 km, etc shall be taken respectively. (##) The rate for BOQ Item 10.60 for Transportation and Loading for Road Projects falling within 250 km and above, within a radius of 300 km shall be the same. Bidders may please note that transportation will be maximum 300KM radial/aerial distance from source.		
Note: 1. The Estimated Unit rate(s) indicated under 'Bid price schedule' is inclusive of GST. 2. The Unit Rate of each item for a Bidder will be derived after applying " Accepted % of base value " on the corresponding Estimated unit rate of the line Item (as per Bid Price Schedule mentioned above). This Unit Rate will be considered inclusive of GST declared by the Bidder under Attachment-14. 3. The quoted "Accepted % of base value" shall be equally applicable on all the rates mentioned in the Bid Price Schedule and bidders are advised to quote accordingly. 4. Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as "Declaration Regarding GST" (to be submitted along with Techno-Commercial Bid). The same will considered for deriving basic rates (without GST) for the purpose of award.		

B. Evaluation Criteria:

- (1) Rate contract will be finalized with a maximum of **Six (6)** bidders. Rate Contract shall be enforceable for aforesaid Project only.

- (2) **Bid Price** : Under the subject Rate contract, the Bidders are required to quote “Accepted % of base value” against the **Tender Price (including GST)**.

For example,

- (i) If a Bidder quotes **110%** against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% Premium on the tendered Price.
- (ii) Similarly, if a Bidder quotes 90% against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% discount on the Tendered Price.

Further, Bidder’s to note that the offered **Premium / Discount** mentioned by them in the Bid shall be uniformly applicable on Estimated Unit Rate for each line item (inclusive of GST) under the Rate Contract.

- (3) The Evaluated Bid Price (EBP) of the Bidders would be ranked in ascending order as **L-1, L-2, L-3, L-4, L-5, L6**, and so on based on ‘Accepted % of base value’ as illustrated above.
- (4) The **L-2, L-3, L-4 , L-5 & L6** bidders may also be eligible for award of rate Contract in case bidders agree to match the finalized L-1 bid price.

(5) If L1 is Non-MSE Bidder and MSE Bidders are falling in the range of L1+15% then the **Order of Preference in Ranking to MSE Bidders** shall be given as follows subject to matching of L1 price:

- a) **First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE.**
- b) **Second preference to SC/ST -MSE Only**
- c) **Third Preference to Women- MSE only.**
- d) **Others MSEs.**

The above category/classification of MSE Bidder shall be verified through their submitted Udyam Certificate. No other document will be referred for the same.

(6) Criteria for application of MSE Preference:

- i) If L-1 ranked bidder as per (2) above is a MSE bidder, then no further MSE preference will be applicable.
- ii) If L-1 ranked bidder as per (2) is non-MSE bidder then MSE preference will be applied to eligible MSE bidders (those MSE bidders which are falling in the range of L1+15%) in the “**Order of Preference in Ranking to MSE Bidders**” (as defined at (5)) as under:
 - Top ranked MSE bidder will be offered to match its price to the finalized ‘Premium/Discount’ with L-1 bidder. If the TOP ranked MSE bidder accepts to match the finalized ‘Premium/Discount’ of L-1 bidder, preference in ranking shall be provided to the top ranked MSE bidder.
 - If top ranked MSE bidder as per criteria mentioned above at Point no. 5 does not accept to match the finalized ‘Premium/Discount’ with L-1 bidder, other eligible MSE bidders will be given opportunity in order of their ranking (starting with the next ranked MSE bidder as per criteria mentioned above at Point no. 5 and so on) to

match their price to the finalized Premium/Discount' with L-1 bidder. After acceptance to match the L-1 bidder's finalized Premium/Discount' by any eligible MSE bidder as above (in order of their ranking), other eligible MSE bidders shall not be eligible for any Preference in ranking."

(7) In case, any other bidder (other than L-1 Bidder) who is given an opportunity to match the lowest finalised 'Premium/ Discount' with L1 (in the order of their ranking), not agree to do so, then in that case, option shall be provided to next lowest ranked bidder to match the finalized Premium/Discount' of L1 bidder.

Evaluation Criteria In case of Tie-condition:

(i) In case where in a tender two or more bidders have quoted the same price, preference shall be given as per follows:

- a) **1st preference to SC/ST- Women MSE**
- b) **2nd preference to SC/ST-MSE**
- c) **3rd preference to Women-MSE**
- d) **4th preference to Other MSE Bidder**
- e) **Last preference to the Non-MSE Bidder**

(ii) In case of tie condition amongst the same category Bidders (i.e. tie among SC/ST Women MSE at same position or tie among SC/ST MSE at same position or tie among women MSE at same position or tie among Other Bidders at same position etc.) as mentioned above (at any Positions) in respect of their Evaluated Bid Price (EBP), the ranking of bidders shall be determined on the basis of their average Annual Financial Turnover during preceding three (03) financial years, as established in evaluation of financial Qualifying Requirements, with the priority being accorded to the bidder having higher average annual financial turnover over the other bidder

C. Work distribution criterion for Award under rate Contract

The maximum cumulative award value for eligible shortlisted bidder shall be as under:

The 'Cumulative maximum award' value of individual bidder against Rate Contract shall be worked out as under:

Base Value in GeM x ["Accepted % of base value"/ 100]

Number of shortlisted Bidders

Subject to Cumulative maximum award value of individual bidder against Rate Contract shall not exceed more than **Rs. 50 Cr**

Examples:

*(i) Total declared Base Value: Rs. 300 Crore
Maximum No. of Bidders to be awarded (as per Tender condition): 6*

In case, L-1 quoted/ finalised discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalised Premium): 6

*Cumulative maximum Award Value of each shortlisted Bidder: Rs. 45 Crore [300 * 0.9 / 6]*

*(ii) Total declared Base Value: Rs. 300 Crore
Maximum No. of Bidders to be awarded (as per Tender condition): 6*

L-1 quoted/ finalised discount: 10%

No. of shortlisted Bidders (who matched L-1 quoted/ finalised Premium) : 4

*Cumulative maximum Award Value of each shortlisted Bidder: Rs. 50 Crore [Minimum of (300 * 0.9 / 4) or 50 Max.] and remaining 70 Crore shall be left unawarded.*

Upon finalization, the Rate Contract to individual shortlisted eligible bidder(s) shall be placed through GEM Portal. Further a separate Letter of Award to individual shortlisted eligible Bidder(s) shall also be issued indicating the evaluated position, finalized rates, applicable GST, maximum award value etc shall also be issued.

During the validity of Rate Contract, as and when requirement of ash supply is received, individual work order / purchase order (PO) shall be issued to the vendor based on the aforesaid Rate Contract, for the work assigned. The Work Order / Purchase Order (PO) can be given to more than one agency, if the quantity of ash to be supplied is large.

Work distribution shall be decided by EIC as per the ranking priority (L1, L2.... Ln) on the basis of ash supply requirement, lead distances, availability of fronts, ash dyke constraints, safety, and plant operation consideration.

One example is as under:

The Work Orders / Purchase Orders (PO) shall be given to the agencies, as per following work distribution:

Normally, award shall be placed initially to lowest evaluated L-1 bidder upto award amount of approx. Rs. **20 Crore** or below. Subsequently, award for balance quantity shall be placed to L-2 bidder for an amount approx. **Rs. 20 Crore** or below and so on to L3, L4,... each. Above award shall be placed according to work requirement arisen time to time in NTPC at aforesaid Project as the Quantity is tentative in nature. After catering of award to all the eligible bidders as per aforesaid manner, the sequential cycle for award will normally be repeated in the above manner.

However, NTPC/EIC reserves the right to allocate / award the work for initial PO placement to any Contractor(s) & also for further placement of PO in any other manner. Any claim shall not be entertained by NTPC with respect to Work / PO allocation, from the contractor.

NTPC does not guarantee the placement of Purchase Order based on the rate contract with the bidders and shall not entertain any claim in this regard.

Bidder(s) may note that requirement to supply ash may arise within the state or to bordering state within the range of 300 km from thermal power plant, for which contractor shall be required to transport ash as per the rate, terms and conditions of the rate contract.

D. Diesel Price Variation Clause:

If the prices of Diesel increase or decrease, the payment to the contractor shall be adjusted for such increase or decrease, as per provisions detailed below and the amount of the Rate Contract shall accordingly be varied. This is subject to the condition that such variation in prices shall be available only for the work done during the stipulated period as mentioned in awarded work order under rate contract, including such period for which the work validly extended under the provisions of the Rate Contract without any penal action. If the awarded work validity is to be extended beyond the stipulated period for completion of the work attributable to the contractor, upward escalation on Diesel prices shall not be allowed. The base date for working out Diesel Price Variation shall be the actual techno-commercial bid opening date.

- i) Monthly Average Price (Calendar Month) for the nearest PSU / IOCL / BP Oil Depot from the Station to be taken for the purpose of diesel price variation, for the work executed in that particular Calendar month.
- ii) The vendor shall submit certified copy of price of Diesel from retail outlet of PSU / IOCL / BP etc. nearest to the Station, as the case may be.
- iii) Vendor shall submit RA bill with frequency in consultation with EIC.
- iv) Vendor shall submit quantity break-up on Calendar month basis. Quantity should be duly certified by the authorized person of the Road Construction Authority.

Formula for Diesel Price Variation Clause (PVC):

To carry out the work described in scope of work, the 25% of Contract price shall be treated as diesel component for Ash transportation from NTPC Station to Designated Place defined in Contract including loading & unloading. In case of any variation in price of diesel with respect to the base price of diesel as on 7 days prior to date of Techno-commercial bid opening, the contract price shall be adjusted as per the following.

Amount of Price Adjustment = ACR1 - ACR0

$ACR1 = ACR0 \times [0.75 + 0.25 \times (NDR / BDR)]$

Where,

ACR1 = Adjusted Amount of Contract Price

ACR0 = Awarded Contract Price

NDR = Diesel price in Rs. Per litre as applicable as on month of execution*

BDR = Diesel price in Rs. Per litre applicable as on 7 days prior to the date of Techno-commercial bid opening.

*Monthly Average Price (Calendar Month) for the nearest PSU / IOCL Oil Depot to be taken for the purpose of diesel price variation.

E. Mode of measurement:

The authorized representative of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project shall certify the quantity of ash received from NTPC Station. In order to have better management and control on truck/dumper movement, following Methodology for accounting of Trucks / Dumpers etc transporting Ash to different Road Construction site is to be adopted.

1. Three copies of Challans shall be issued whenever a loaded truck moves out of the dyke of the station.
2. 1st copy of the challan shall be kept by NTPC Security Agency / AU Department Representative at the station.
3. 2nd copy of the challan shall be kept by the Transporting Agency.
4. 3rd copy of the challan shall be countersigned by Authorized representative of Road Construction agency (NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project) at dumping site duly acknowledging the receipt of the consignment at the dumping site (This copy can have a printed certificate to this effect) and the same shall be submitted by the Transport Agency Representative back to station AU department on regular basis.
5. Fast Tag Statement/ Receipts of Toll Plaza enroute, if any, shall also be submitted by Transport Agency along with the copy of the challan countersigned by authorized representatives of Road Construction agency (NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project).
6. List of authorized representatives along with specimen signature duly certified by Road Construction agency (NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project) is to be obtained by NTPC AU representative before start of work.
7. The agency has to submit duly certified (by the Authority engineer of road Project, concessionaire) list of trucks along with the total qty received at the unloading end with each RA bill.
8. However, number of ash loaded trucks received at Road Construction site will not be considered for the purposes of reimbursement of excavation, loading, transportation and unloading cost of ash by NTPC. Payment towards reimbursement shall be based on the compacted volume measurement of embankment of fill area, as measured and duly certified by authorized representative of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project without multiplication of any other factor such as density of ash, etc.

F. Payment terms:

- i) Payment shall be done on compacted quantity of fly ash at embankment site on certification of authorized official(s) of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project.

- ii) RA bill shall be released for 95% quantity delivered at the receiving end based on certification of compacted ash by authorized official(s) of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project for the Bill period. 05 % (Five Percent) shall be retained for Final Reconciliation at that particular stretch (chainage).
- iii) Total compacted ash quantity at each embankment shall be reconciled after completion of final level at that particular stretch (chainage) after certification of by authorized official of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project.
- iv) At the time of final settlement of each embankment after reconciliation, 05 % (Five Percent), retained amount shall be released.
- v) In case, certification of compacted ash is not available, an interim Payment for 70 % quantity (measured by either weighment at weighbridge or volume measurement at dyke end, as decided by EIC) subject to delivery at the receiving end, may be released by EIC in RA bill. The quantity may be reconciled on quarterly basis based on certification received from road authority. However, as and when certification of compacted ash by authorized officials of road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project for the Bill period is received, balance Payment excluding final payment shall also be released based on certification.
- vi) EIC at his discretion may allow the Agency to submit bill fortnightly supported with measurements. The Payment can be released every fortnightly also, if required, at the discretion of EIC.
- vii) The agreed and final awarded Price in Rate Contract shall be inclusive of all misc. expenses including the toll tax, overhead (if any), all other Taxes & Duties except applicable GST (which shall be reimbursed by NTPC against GST invoice).

G. Contract Performance Guarantee / Security Deposit:

Within forty five (45) days from the date of issue of Letter of Award (LOA) for Rate Contract or prior to release of 1st RA bill whichever is earlier, the successful Bidder shall furnish to the Employer a Contract Performance Guarantee (CPG) towards faithful performance of the Rate Contract for an amount equivalent to 5% of the 'total maximum cumulative award value to a particular Contractor', as mentioned in the Letter of Award (LOA) for Rate Contract, initially valid upto 90 days beyond the validity period of the Ash Rate Contract.

OR

The successful Bidder also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the 'total maximum cumulative award value to a particular Contractor', as mentioned in the Letter of Award (LOA) for Rate Contract, initially valid upto 90 days beyond the validity period of the Ash Rate Contract, within forty five (45) days from the date of issue of Letter of Award (LOA) for Rate Contract or prior to release of 1st RA bill whichever is earlier. In case of the successful Bidder who furnishes Initial Contract Performance Guarantee (ICPG), the Employer shall at the time of making any payment to him for the work done under the Contract, deduct towards the Contract Performance Security an amount equivalent to 5% of the gross bill amount accepted for payment until the total amount of Contract Performance Security so deducted including the amount of Initial Contract Performance Guarantee(ICPG), becomes equal to 5% of the 'total maximum cumulative award value to a particular Contractor', as mentioned in the Letter of Award (LOA) for Rate Contract, subject to the condition that whenever the Contract Performance Security so deducted reaches a limit of 2% of the 'total maximum cumulative award value to a particular Contractor', the Contractor may convert the amount into a Bank Guarantee as aforesaid.

In case of delay in completion of work awarded under different Purchase Orders (POs) of Ash Rate Contract or under extension of Ash Rate Contract, the Contractor shall be required to extend the Bank Guarantee submitted toward Contractor Performance Guarantee /Contract Performance Security till

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90 days beyond the successful completion of the work or the 90 days beyond the validity period of the Ash rate Contract, whichever is later.

After successful completion of work under individual Purchase Order (PO) under Ash Rate Contract, the pro-rata amount of CPG shall be released corresponding to the amount of work completed, as per certification from EIC of NTPC. Wherever CPG is in the form of Bank Guarantee, Contractor shall have the option to replace the earlier submitted CPG BG with the Amended CPG corresponding to the revised amount.

H. Deviation Allowed:

Quantities mentioned (if any) for various Lead(s) in the bidding documents are only indicative and may vary during the execution of Rate Contract(s) to any extent.

Quantities for the various Leads indicated in the Purchase Order may undergo variation to any extent & shall have no ceiling.

However, with respect to Rate Contract, overall variation limit in the total Amount of Rate Contract shall be from (-) 100% to Nil.

I. Mobilization Period:

The agency has to deploy adequate vehicles, machineries, manpower and other required resources within 15 days of Purchase order placement in order to meet the requirement as per "Ash Offtake Requirement for the Purchase Order(s) to be placed under Rate Contract" clause. In case, the agency fails to deliver as specified in this clause, NTPC shall have the liberty, at its discretion, to assign part / full quantum of the job to alternate agency.

J. Liquidated damages for Delay:

If the Agency fails to maintain the required progress in terms of achieving milestone fixed in the time & progress schedule or to complete the work as the case may be under Contract, they shall without prejudice to any other right or remedy shall be liable for liquidated damage.

In case of delays in completion of work, due to reasons attributable to Agency, the Agency shall be liable to pay the NTPC by way of liquidated damages @ 0.5 % of the unexecuted and delayed executed value, for each week of delay or part thereof, excluding mobilization period, subjected to a maximum of Five (05) percent of Purchase Order (PO) Value.

The amount of liquidated damage (LD) may be adjusted or set-off against any sum payable to the Agency under this or any other Contract with the NTPC.

K. Defect Liability:

Defect Liability in work awarded under Rate Contract for Ash Transportation shall be Nil.

L. Deployment of Machinery:

Agency shall deploy the excavator and trucks as per the required Quantity of Ash to be transported, as decided by EIC.

M. Duration of the Rate contracts:

While the Rate Contract shall generally be valid for a period of one year only extendable by another **six (06) months** at the discretion of NTPC EIC.

The Agency shall be required to complete the execution of awarded Quantities on same rates, terms & condition of the Contract, even in case of execution period exceeding the initial validity of 1 year, as per decision of NTPC EIC.

N. Clause regarding Period of execution of work for the Purchase Order(s) to be placed under Rate Contract:

The period of execution for the individual Purchase Order to be placed under the Rate Contract shall be ascertained in the following manner.

Period of Execution in a Purchase order in days (Tp)	= (Corresponding PO value /Max. Cumulative Rate Contract Award value to a particular Agency**) x 365 days. (Rounded off to the full day.)
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**As Defined in the Rate Contract Bid Document

EIC can schedule the period of execution equal to or more than the above calculated Period (>Tp) depending on actual site delivery requirement for Purchase Order(s) under the Rate Contract. Further, if the Asking rate / requirement of ash transportation as per NHAI/Road construction agency is more than as derived with period of execution as above, then EIC can exercise the option to place separate PO's to same or different Agencies to match the requirement as per the "Work Distribution criterion" clause.

O. Clause regarding Ash Offtake Requirement for the Purchase Order(s) to be placed under Rate Contract:

Ash Offtake requirement for the Purchase Order(s) to be placed under the Rate Contract shall be ascertained in the following manner

Daily Average Ash offtake requirement in a Purchase Order (in cum-km) (Ra)##	= Cumulative ash offtake quantity in cum-km in Purchase Order / Period of Execution in a Purchase order (in days) (Tp) (Rounded off to nearest value of 10)
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The Agency shall obtain from the EIC by 25th of every month, the anticipated requirement of day-wise offtake of Ash for next month for the respective Purchase Order (which EIC shall be determining every month, based on Dyke Status and the requirement at the receiving end, etc.). On the basis of this requirement obtained from the EIC, the agency shall mobilize adequate resources for meeting the requirement.

If after having obtained the day-wise offtake requirement for the next month by the 25th of previous month from the EIC, the Agency fails to achieve the same on cumulative basis by the 10th of the month for the respective Purchase Order (i.e., sum of the day-wise offtake requirement from 1st to 10th of the month), then following shall be applicable:

(a) If the cumulative Ash offtake achieved by the agency against respective Purchase Order is less than the 90% of calculated daily Average Ash offtake requirement in a Purchase Order (in cum-km) (Ra) multiplied by 10 (as it is for 10 days), then EIC may issue the notice of Default and proceed with further contractual action as deemed fit at his discretion, if the reasons are not attributable to NTPC.

(b) If the cumulative Ash offtake achieved by the Agency for the respective Purchase Order is higher than the 90% of calculated daily Average Ash offtake requirement in a Purchase Order (in cum-km) (Ra) multiplied by 10 (as it is for 10 days), but not able to meet the requirement of the road project at the receiving end, then no notice of the Default shall be issued, but EIC shall be at liberty to deploy additional agency as per the work requirement at his discretion. In such a case, the Agency shall fully cooperate with NTPC in the interest of the work and in the

interest of the requirement of the Road project without any demur and cooperate to achieve the smooth operation of the offtake of Ash.

Note: The actual requirement for Ash offtake may change keeping in view the dyke safety and stability, road conditions, front availability at unloading end and other conditions. The decision of the Engineer-in-charge (EIC) in this regard shall be final and No claim in this regard shall be entertained by NTPC.

##Sample calculation for Ash Offtake Requirement in cum-km: If the 3000 cum of ash quantity is to be transported at a distance of 100 km or 1000 cum at a distance of 300 km, then ash offtake requirement shall be 3,00,000 cum-km.

P. Overloading:

No overloading will be allowed during transportation of pond ash. No overloading shall be allowed during loading of the pond ash in the vehicle of the agency. Loading of pond ash in the vehicle only upto the quantity permitted by RTO is to be ensured by the agency. If the quantity of pond ash loaded in vehicle exceeds the RTO approved quantity, then the agency has to arrange for unloading of extra quantity of ash from the truck at its own cost and nothing shall be paid extra in this regard. The extra quantity of ash so unloaded from the trucks by the agency shall be unloaded / disposed off as per the direction of EIC or his representative. Further in case of any liability on NTPC in any manner arises due to plying of overloaded vehicle by the agency, the agency shall keep NTPC indemnified of such liability.

Q. Other Terms & Conditions:

1. Loading of pond ash at NTPC aforesaid Project Ash Dyke, transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road project. Except pond ash, no material shall be issued by NTPC free of cost.
2. Suitable arrangement has to be made by the agency for the transportation of Ash in environment friendly manner. Agency has to ensure that no spillage of ash takes place during transportation. NTPC shall not be responsible for any untoward incident committed by agency. It shall be the responsibility of the contractor that no air borne pollution should occur during all stages of his operations such as during loading & transportation of ash and during unloading at identified location.
3. The Agency has to transport the ash in closed containers / dumpers with arrangement to avoid spillage / flying of ash and ensure no environmental pollution takes places. During transportation by truck/dumper, the ash has to be covered by good quality tarpaulin of sufficient length to avoid any spillage and spreading as a protection to environmental hazard.
4. Any claim related with site conditions at Loading points (NTPC aforesaid Project Ash Dyke), or at Unloading points at NHAI/ Govt. road construction site, of any nature, will not be entertained after assignment of work based on work distribution as mentioned above. In no case, any claim of the contractor on account of the actual site conditions being different from what he has assumed shall be entertained by the NTPC.
5. The agency shall ensure all fugitive dust control measures, such as fabrication & erection of wind barriers, deployment of water tankers on haul roads and approach roads in dyke, providing sprinklers on excavating area of ash pond, haul roads of Ash transportation and approach roads inside dyke.
6. The agency has to make his own arrangement for sprinkling of water over pond ash in digging area to avoid fugitive emission of ash in the atmosphere. Also sprinkling of water to be done on the road of ash dyke which will be used by agency. The agency has to arrange water from their own resources for sprinkling. Adequate number of water tankers and sprinklers to be

deployed by the agency to ensure that fugitive dust emissions are well in control and to the satisfaction of the EIC. The agency has to clean / water wash, the spillage ash on the road, if any on daily basis. In case of any action taken by any Govt. agency (agencies) due to violations of any rules / guidelines, agency shall be responsible for the same.

7. The agency has to unload the ash on the approved layers with all lifts throughout the stretch length of road as shall be indicated in the name of work as per requirement and directed by NTPC/NHAI officials/Govt. Road construction authority officials. Transportation of Pond ash to be done as per daily requirement of NTPC/NHAI/ Govt. road construction authority.
8. The Agency has to make his own arrangement to facilitate movement of vehicle over ash in ash dyke (i.e. inside Ash Dyke). For loading of ash, approaches are to be made in dyke area by the agency, if required. The work shall be carried out taking care of all the permanent/temporary installations. The agency shall be responsible for any damage to pipelines, dyke bunds, dyke ramps and roads, and rectification of the same at their own cost to the satisfaction of NTPC. In case of non-compliance appropriate deduction shall be made from agency.
9. Contractor must ensure sufficient resources in terms of man & machinery so that he can meet the varying demand of ash requirement of NHAI/Govt. Road construction authority from time to time as per instruction of EIC. The agency shall be responsible for all the coordination with road concessionaire for timely delivery of ash at the designated locations.
10. A shortest route map of transportation from ash dyke to road project identified by NTPC & NHAI shall be agreed by contractor/agency. However, the contractor/agency may use alternate route to avoid populated area/villages, for which no extra payment shall be made. All the social/local issues have to be dealt by the contractor for smooth and uninterrupted execution of the assigned work.
11. Agency has to comply all the statutory requirements during contract period with respect to latest norms if any. Agency has to arrange PF, Insurance, minimum wages, etc. for manpower deployed if asked by EIC.
12. Methodology of excavation including Excavation plan, temporary ramps, haul roads etc. shall be submitted for approval of NTPC before start of the work. Ash lifting area shall be so operated so as not to impair the usefulness of the structure. The excavation surfaces and surface of waste materials shall be left in a reasonably smooth and even condition. After completion of the entire scope of work, the inside portion of the dyke has to be levelled without any intermediate bunds. Lagoon plan indicating final levels after completion of excavation may be plotted and submitted.
13. All areas required for Ash lifting (inside Dyke) shall be cleared of all plants & shrubs, roots, bushes, rubbish and other objectionable material. All materials thus cleared, shall be disposed off in proper manner. The cleared areas shall be maintained free of vegetation growth during the progress of the work.
14. Particular care shall be taken to exclude all organic matter from the Transported Ash, to be used in the road construction site.
15. No claim shall be entertained due to non-availability of pond ash in dyke due to water logging or any construction activities in the dyke etc. If required, dewatering of water is to be done by the agency for enabling earliest lifting of ash from ash pond at his own cost.
16. NTPC aforesaid Project shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of Transportation (including loading and unloading) of Ash to the construction site of above road project. Any type of claims arises due to any

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accidents/mishaps during excavation, transportation, loading, unloading etc, NTPC shall not be responsible for whatsoever, it shall be entire responsibility of agency.

17. Ash is to be collected from NTPC aforesaid Project Ash Dyke as per availability. Pond ash is to be lifted from NTPC aforesaid Project Ash Dykes on "as is where is" basis.
18. If any other terms & conditions required by NHAI/Govt. road construction authority for smooth completion of project, may have to be adhered by the agency.
19. The agency shall attend the review meeting as per instruction of EIC as and when or where is required.
20. No extra charge is applicable for idle man, vehicle & machinery since pond ash transportation depends on the requirement of NHAI/Govt. road construction site conditions and also on ash dyke conditions at NTPC aforesaid Project. No claim, whatsoever, will be entertained on account of unavailability of ash or front for ash lifting and front for ash unloading at construction site.
21. Any cost incurred for statutory compliances shall be in agency's scope.
22. These specifications are intended for the general description of the work and workmanship. These specifications are, however, not intended to cover the minutest details and the work shall be executed according to the relevant practice/recommendation, GCC and as per the instruction of EIC.
23. NTPC reserves the right to suspend and reinstate execution of the whole or any part of the works. Orders for suspension or reinstatement of the works will be issued by the NTPC to the contractor as required.
24. The Agency has to deploy sufficient numbers of Trucks/Tippers/Hyva/Dumpers so that the work can be executed in time bound manner. Ash to be lifted by agency should be as per the schedule for usage of ash of required for road projects of NHAI / other Central or State Government Road construction department / Authority / PMGSY Road Project. The agency must mobilize resources to meet the requirement on regular basis. However, the Agency may be asked to increase number of trucks/tippers as per demand and site requirement as per direction of EIC. Not fulfilling the requirement as indicated above shall attract suitable action by EIC as per GCC of NTPC.
25. Agency will deploy Trucks/Tippers/Hyva/Dumpers which are suitable for ash transportation as per approved guidelines of CPCB and will not engage tractors or any other unsuitable vehicle, for ash transportation from Ash Pond to designated delivery site.
26. All the Trucks/Tippers/Hyva/Dumpers loaded at NTPC ash pond should deliver the ash at the defined location of NHAI road project. Verification of the same can be done randomly by NTPC representative. For the verification of the same, agency awarded with work of transportation of ash shall install GPS/GPRS based devices with access to requisite parameters of the vehicle to NTPC within their entire fleet of Trucks/Tippers/Hyva/Dumpers deployed for execution of the contract, for tracking/monitoring of the movement of Trucks/Tippers/Hyva/Dumpers during the hours of transportation, at his own cost.
27. Contractor will deploy suitable manpower for better coordination with NHAI officials/ Road Construction Agency for managing day to day activities on 24X7 basis with required safety & environment friendly manner.
28. The recipient agency shall also furnish all Road Permits, Operator Licenses, Equipment Worthiness Certificates etc. for the deployed Equipment and Vehicles at the time of start of work and thereafter as and when demanded by the EIC for verification

R. SAFETY:

Safety Plan:

1. Agency has to comply with all the safety rules / guidelines given in scope of work/GCC/tender documents.
2. Agency has to comply all the statutory requirements.
3. All workers should be covered under ESIC.
4. All the workers should be accessed and declared medically fit after undergoing medical examination. Medical fitness certificate of all workers has to be submitted to NTPC.
5. All the workers must undergo safety training before deployment.
6. Agency has to ensure safe working environment and PPEs for all workers.
7. Agency shall be liable to accept any amount of penalty imposed upon them for safety/statutory violation observed during contract period.
8. If any additional guidelines issued by the EIC for the safety, it has to be complied with.

Safety Compliance includes:

1. Issue of PPEs to workers.
2. Providing safety training to all the workers.
3. Monitoring & compliance of safety norms at site.
4. Medical examination and submission of fitness certificate of workers.

PPE to be issued to workers:

1. Safety Shoe issued to all workers shall be ISI marked.
2. Safety helmet ISI marked to be provided to all workers.
3. Nose masks & Safety goggles for people engaged in ash prone areas.
4. Other PPEs like Gumboot, Reflective jackets, Hand Gloves, Ear Plugs, etc. as per requirement.

* If any PPE is not provided by the contractor, then same may be issued by NTPC and total cost with 30 % overhead shall be recovered from bill of contractor.

Safety training:

Before start of work, all persons to be deployed for the job must undergo relevant safety training. Contractor has to maintain record for issue of PPEs to the workers. Only after successful completion of safety training they will be allowed to work for jobs envisaged.

Monitoring & Compliance of safety norms at site:

1. If any lapse in compliance of safety is observed, then a penalty as decided by Engineer In Charge or minimum of Rs. 5000 per day / per instance shall be recovered from the contractor.
2. If any near miss incident or accident occurs during execution of the work, then penalty as decided by Engineer In Charge per instance shall be recovered from the contractor.
3. If any injury occurs to any contract worker while on job, it is the responsibility of the contractor to provide all medical treatment immediately. In case, the contractor fails to do so, treatment will be provided at NTPC empanelled hospitals by NTPC at the risk and cost of contractor. All the cost shall be recovered from bill of contractor.

Safety measures for ash vehicles movement:

1. Agency to deploy sufficient manpower round the clock to record safety compliance with regard to vehicle healthiness and its driver and submission of safety records along with daily progress report of ash lifting.
2. NTPC authorized person randomly checks the vehicle registration details, vehicle fitness conditions, driver details deployed by the agency. Only those vehicles for which Registration

copy, Insurance copy, Fitness certificate and Driver's license are valid should be allowed to transport ash from ash dyke.

3. Agency involved in Ash transportation of Ash from Ash ponds shall check the healthiness of braking system of all vehicles deployed and submit a healthiness report at regular intervals (as decided by EIC) to NTPC.
4. Around 5-10 vehicles (selected randomly) shall be checked regularly to assess the condition of vehicles. In case of any discrepancy observed from their declaration, the EIC shall initiate punitive action as per the contractual provisions.
5. Ramps of the Ash dykes to be connected to the outer bund road with a wider road instead of right-angle connection. Suitable barricades may be provided in both ends of the ramp to ensure that no vehicles slip down. Some dampeners like sand/ash bags may be provided to reduce the impact of any accident in case of brake failure.
6. Various safety sign boards with fluorescent stickers such as Speed limits, Caution boards for Turning and Ramps. Identified paths for Loaded Vehicles shall be placed at all the vehicle commuting path & roadways.

S. Clauses for vehicles:

1. Agency has to execute above work in compliance with all rules and regulations of State RTO and PWD notification on roads and take/manage all the issues on his own, without any cost to NTPC.
2. Agency shall ensure that transporting vehicle required for execution of P.O. should have a PUC certificate. Any traffic clearance required for movement shall be obtained by the agency from the concerned Government agencies.
3. The contractor shall submit to the EIC, before commencement of the work, a list of Trucks/Tippers/Hyva/Dumpers to be deployed for the work, with the respective registration number and the names and addresses of the owners of vehicles, in case not owned by the contractor. Any change in the list furnished, during progress of work, shall be intimated immediately to the EIC.
4. Vehicles deployed for the subject Contract must comply following invariably:
 - a) Valid Vehicle Registration
 - b) Valid Vehicle Insurance
 - c) Availability of Fitness Certificate of Vehicle
 - d) Validity of Driving Licence
 - e) Validity of Pollution under Control certificate
 - f) Front & Back lights working.
 - g) Main Horns and Reverse Horn in working condition.
 - h) Any other required documents as per Govt. Authority.

Note: Other terms and Conditions shall be as GCC & SCC of Civil.

T. Termination / Cancellation of the Contract

Termination /Cancellation of the Contract shall be governed as per GCC

U. ABNORMALLY LOW RATED ITEMS

*If the rates/prices finalized with successful Bidder(s) are found to be having a **variation of more than (-)10%** in relation to Employer's estimate of the cost of work to be performed under the contract, then such work shall be identified as "Abnormally Low Rate (ALR)".*

In such case, all the successful Bidder(s) shall be required to furnish an 'Additional Bank Guarantee (BG)' of an amount equal to 25% of the 'Cumulative Differential Amount (against all ALR Items under the BOQ of the Bid)', as illustrated below:

S. No.	Finalised premium/ discount – based on L-1 Bidder's quotation	Cumulative Award value (including Tax) for each finalised bidder – as per splitting criterion/ Evaluation Criterion	Whether ALR Item	NTPC Estimate in Rs. Crore (corresponding to Award value)	'Cumulative Differential Amount' for ALR Item	Amount of Additional BG (Rs) – to be submitted by all successful bidders who matches L-1 finalised Rates*
I	II	III	IV	V	VI = V-III	VII=VI * 0.25
Case-I	5% discount than NTPC Estimate	Rs. 47.5 Cr.	NO	Not applicable		
Case-II	15% discount than NTPC Estimate	Rs. 42.5 Cr.	Yes (all items)	$42.5 / (1-0.15) = \text{Rs. } 50 \text{ Crore}$	$50-42.5 = \text{Rs. } 7.5 \text{ Crore}$	Rs. 1.875 Crore
Case-III	15% discount than NTPC Estimate	Rs. 50.0 Cr.	Yes (all items)	$50 / (1-0.15) = \text{Rs. } 58.82 \text{ Crore}$	$58.82-50 = \text{Rs. } 8.82 \text{ Crore}$	Rs. 2.205 Crore

**All the Bidders who agree to match the L-1 finalized rates will be required to furnish Additional Bank Guarantee (BG) as of an amount equal to 25% of the 'Cumulative Differential Amount as illustrated above.*

This Additional BG shall be discharged after completion of the contract. However, Additional BG may be reduced on pro-rata basis upon successful execution of ALR Items on Three Monthly basis.

Check List

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1	Attachment 1: Bid Security / EMD (as per ITB Clause No. 14.0)-		
	(i) Bank Guarantee, strictly in the format provided in the tender document, Amount as per NIT, validity as per tender document.	To be uploaded online and Original BG to be submitted physically before Bid opening date	
	(ii) MSE (UDYAM only) certificate towards exemption of Bid Security / EMD (if applicable).	To be uploaded online	
2	Attachment 2: Authority to Sign the bid	To be uploaded online	
3	Attachment 3: Bidder's Qualifications - Copies of Documentary evidence in support of the qualification criteria as per ITB Clause No. 5.4.	Applicable -To be uploaded online	
	Undertaking duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR	Applicable -To be uploaded online	
4	Attachment 3B: Certificate Regarding Ownership change	To be uploaded online duly filled in	
5	Attachment 4: List of similar Works on hand & percentage completed	Applicable	
6	Attachment 5: List of Contracts executed	Applicable	
7	Attachment 6: Equipment/ Machinery deployment Schedule	Not applicable	
8	Attachment 6A: Safety Equipment & Safety Personal Protective Equipment	To be uploaded online duly filled in	
9	Attachment 8: List of Financial Documents	Applicable	
10	Attachment 9: General Declaration of Bidder	To be declared through undertaking at Attachment-15	
11	Attachment 10: Details of Accidents	To be uploaded online duly filled in	
12	Attachment 11: Electronic Fund Transfer (EFT) Authorisation Form	To be uploaded online duly filled in and authenticated from the concerned bank	
13	Attachment 12: Integrity Pact as per Performa (pre-signed by employer) duly signed & Stamped at each page [if applicable]	Applicable. To be accepted in Attachment 15	
14	Attachment 12A: Details of Foreign Principals of Indian Bidders [if applicable]	No	
15	Attachment 14: Declaration regarding GST	To be uploaded online duly filled in	
16	Attachment 15: Undertaking for compliance of Important Conditions of Tender	To be uploaded online dully filled in	
17	Attachment 16: Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy	To be To be accepted in Attachment 15	

18	Attachment-17 Compliance to “Conflict of Interest” provisions)	To be uploaded online dully filled in	
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The followings have been ensured while submitting the bid on GeM portal:

1. The Bid Security/EMD BG has been prepared in NTPC format and GeM format is not used for the same.
2. MSE Certificate i.e. Udyam only (if applicable) has been submitted on the designated place of GeM portal.
3. Purchase preference (if applicable) has been applied separately on GeM portal at designated place.
4. Attachment-14 & Attachment-15 have been signed and uploaded on GeM portal.

Bidder’s Sign & Stamp

AMENDED PRICE BID SCHEDULE -Bidders must submit the premium/discount over this price bid schedule

S.No. (A)	Road Project falling within (Slabs)(#)(Km) (B)	Estimated Rate Inclusive of GST (Rs. /m3/km) (C)
10	Transportation and unloading	
10.10	0-50	8.08
10.20	50-100	6.62
10.30	100-150	6.33
10.40	150-200	6.20
10.50	200-250	6.14
10.60	## More than 250 Kms subject to maximum 300 Kms radial/ aerial distance	6.09
	Total	
20.10	Ash Excavation from Dyke	Rs. 60.64 per CuM
30.10	Ash Loading from Dyke	Rs. 23.12 per CuM
<p>(#) For exact distance at 50 km, 100km, 150 km, etc Rate of higher slab i.e., 50-100 km, 100-150 km, 150-200 km, etc shall be taken respectively.</p> <p>(##) The rate for BOQ Item 10.60 for Transportation and Loading for Road Projects falling within 250 km and above, within a radius of 300 km shall be the same. Bidders may please note that transportation will be maximum 300KM radial/aerial distance from source.</p> <p>Note:</p> <ol style="list-style-type: none"> The Estimated Unit rate(s) indicated under 'Bid price schedule' is inclusive of GST. The Unit Rate of each item for a Bidder will be derived after applying " Accepted % of base value" on the corresponding Estimated unit rate of the line Item (as per Bid Price Schedule mentioned above). This Unit Rate will be considered inclusive of GST declared by the Bidder under Attachment-14. The quoted "Accepted % of base value" shall be equally applicable on all the rates mentioned in the Bid Price Schedule and bidders are advised to quote accordingly. Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as "Declaration Regarding GST" (to be submitted along with Techno-Commercial Bid). The same will considered for deriving basic rates (without GST) for the purpose of award. 		

<p>(#) For exact distance at 50 km, 100km, 150 km, etc Rate of higher slab i.e., 50-100 km, 100-150 km, 150-200 km, etc shall be taken respectively.</p> <p>(##) The above Sl. No. 10.60 – The rate for road projects having a lead of 250 kms and above, within a radius of 300 kms shall be same.</p> <p>Bidders may please note that transportation will be maximum 300KM radial/aerial distance from source.</p>	
Note:	
1	Rate mentioned above are Estimated rates. Bidders are not required to quote any rate in this Sheet, as the same shall not be considered for evaluation and award purpose.

2	Unit Rate of each item for a Bidder will be derived after applying "Accepted % of base value" quoted on GeM Portal on corresponding Estimated unit rate of the line Item (as per Bid Price Schedule mentioned above). This Unit Rate will be considered inclusive of GST declared by the Bidder under Attachment-14.
3	The quoted "Accepted % of base value" shall be equally applicable on the all the rates mentioned in the bid price schedule and bidders are advised to quote accordingly.
4	Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as "Declaration Regarding GST" (to be submitted along with Techno-Commercial Bid). The same will considered for deriving basic rates (without GST) for the purpose of award.
5	For details of how to submit the Bid and how to quote the percentage in GEM Bid please refer Scope of Work and Terms and Conditions.

Format of Undertaking

(To be sent by Issuing Bank through official email-ID before the bid submission deadline)

From: xxxbank@xx.in

To: ilaanand@ntpc.co.in, amittiwari@ntpc.co.in

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

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

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

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

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

(Name of Bank Official)

Authority No.

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO. -.....

(Details pertaining to Financial Criteria of Qualification Requirement
as per Item No. of the Bid Data Sheet)

A) To satisfy the requirements specified in Item No.of Bid Data Sheet, Section-III/ NIT,
We give below the following details:

a) In terms of Item No. of Bid data Sheets, Section-III/ NIT, we confirm that our average annual turnover during the preceding three financial years as on date of Techno-commercial bid opening is not less than In support of above, we are enclosing Audited Financial Statements.

Sl.No	Financial Year	Amount in Rs.
1.		
2.		
3.		
4.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.	
5.	We have enclosed Audited financial statements for the last 3 financial years at	Annexure to Attachment-3

B) To satisfy the requirements specified in Item No. of Bid Data Sheet, Section-III/ BDS,
We give below the following details: - **If applicable as per Qualifying Requirement**

a) We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less that 100% of its paid-up share capital.

The Details are as under:

Sl. No	Description	As on last day of the preceding financial year
1.	Paid-up Share Capital	
2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	
4.	Documentary evidence like Audited financial statements for the preceding financial year in support	

	of above is enclosed at Annexure to this Attachment-3.	
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Note:

1. Refer Financial Requirements and notes as per Qualifying Requirement mentioned at NIT/ IFB.
2. Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

Date : (Signature).....

Place : (Printed Name of Authorised person
having Power of attorney.....

(Designation).....

(Company seal).....

..... PACKAGE
FOR
.....POWER PROJECT,
BID DOCUMENT NO.

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING
COMPANY IN ACCORDANCE WITH ITEM NO. OF BDS

(To be submitted by Bidder alongwith the Techno-Commercial Bid)

Ref. :

Date :

To
Central Procurement Group-I
NTPC Ltd.,
Plot No. 87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh - 492018

Dear Sirs,

- 1.0** I, Mr. (CEO of the Company / CFO of the Company)* declare that M/s. (Name of the Holding Company) is the Holding Company of M/s. (Name of the Bidder).
- 2.0** I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no. datedhave been considered for the purposes of the finalisation of Consolidated Financial Statements of the Holding Company as part of the Annual Reports.
- 3.0** I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and / or Annual Report of the Holding Company.

Yours faithfully

(Signature)

Date : (Name & Designation).....
Place : (Name of the Holding Company)
(S Seal of Holding Company)

Note : *Strike off whichever is not applicable.

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT 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 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
Central Procurement Group-I
NTPC Ltd.,
Plot No. 87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh - 492018

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:

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO.

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE
COMPANY IN ACCORDANCE WITH QR

(To be submitted by Bidder alongwith the Techno-Commercial Bid)

Ref. :

Date :

To
Central Procurement Group-I
NTPC Ltd.,
Plot No. 87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh - 492018

Dear Sirs,

1.0 I, Mr. (CEO of the Company / CFO of the Company)* confirm and undertake that the Financial results of the company for the preceding financial year to be submitted in respect of the bidder as part of the bid reference no. dated are under audit as on the date of Techno-Commercial Bid Opening for “.....Name of Package.....” and the certificate from the practicing chartered accountant certifying the financial parameters for the preceding financial year is not available.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company)

(Seal of Company)

Note : *Strike off whichever is not applicable.

Undertaking from Independent Statutory Auditor

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

Bid Ref. No:

DATE:

To,
NTPC Ltd.

.....

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

Ref : IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

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

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

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

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

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

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

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

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

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

Thanking you,

** Strike off, whichever is not applicable*

Undertaking from Third Party Inspection Agency

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

Ref.: _____

Date:

To,
NTPC Ltd.

Dear Sir,

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

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

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

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

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

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

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

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*

Slab wise Rate Contract for transportation of Pond Ash
NTPC

ATTACHMENT-17

NIT Ref No-

GeM Tender Ref- GEM/2025/B/5913556

Compliance to “Conflict of Interest” provisions

We confirm that we have read and understood **ITB Clause-3** regarding “Conflict of Interest” and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid ITB 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 SCC 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.

Date :

Name of Authorized Person

Place :

Designation

Format of Undertaking

(To be sent by Issuing Bank through official email-ID before the bid submission deadline)

From: xxxbank@xx.in

To: ilaanand@ntpc.co.in, amittiwari@ntpc.co.in

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

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

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

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

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

(Name of Bank Official)

Authority No.

..... PACKAGE
FOR

..... POWER PROJECT,

BID DOCUMENT NO. GEM/2025/B/5913556

DECLARATION REGARDING GST

(To be submitted with Techno Commercial Bid)

Bidder's Name and Address:

To

NTPC Ltd.

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

Declaration regarding GST

We hereby declare and confirm that we have considered the Following GST Rates while quoting the Price on GeM portal:

Sl. No.	Item Description	HSN Code	Mechanism (Basis of Charge) (Strike out whichever is not applicable)	
1.	Transportation and unloading (Item 10.10 to 10.60) Ash Loading from Dyke (Item no. 30.10)		Forward Charge @12%	Reverse Charge @ 5%
2.	Ash Excavation from dyke (item 20.10)		18%	

Notes:

- (1) During Execution of the Contract applicable GST shall be paid/reimbursed by the Employer on submission of (GSTIN) Invoice along with Consignment Note issued by Contractor.
- (2) The Declaration of the above Scheme shall be supported by authentic documents so that it may be established that scheme declared above is in line with declaration given to taxation authorities.

Date :

Name of Authorised Person

Place :

Designation

(UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS OF TENDER BY BIDDER)

(To be uploaded online on the portal)

GEM/2025/B/5913556

To,

NTPC Ltd.,
CPG-1, USSC Raipur

Dear Sirs,

Sl. No.	Undertaking Type	Provisions of Undertaking	Acceptance
1.	Nil Deviation Certificate	<p>No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following condition:</p> <p><i>“Do you certify full compliance to all Provisions of Bid Doc”</i></p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.</p>	Accepted
2.	Declaration on	Bidders are required to confirm	Applicable

	Qualifying Requirements	<p>acceptance of the same by accepting the following condition:</p> <p>“Do you certify full compliance on Qualifying Requirements.”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <p>a) The number of reference Plants/Orders quoted by Bidder in the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.</p> <p>b) The reference Plants/ Orders/ declared shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR).</p> <p>c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p>	
3.	Declaration on Safety Policy	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Do you accept the Safety Policy of NTPC”.</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the provisions of GCC Sub-Clause 10.4.9.</p>	Accepted
4.	Declaration on Banning Policy	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p>	Accepted

		<p>“Do you accept Withholding and Banning of Business Dealing Policy of NTPC”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Banning Policy of the Employer displayed on NTPC's website http://www.ntptender.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 32.</p> <p>The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4.</p>	
5.	Declaration on Fraud Prevention Policy	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC”.</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Fraud Prevention Policy of the Employer displayed on NTPC's website http://www.ntptender.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 31.</p>	Accepted
6.	Declaration on Local Content	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender.”</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Supplier.</p>	Accepted

		In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.	
7.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India?” / “Do you certify full compliance to all provisions of Bid Documents?”</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor’s Default’ and shall be dealt accordingly.</p>	Accepted
8.	Anti-Bribery and Anti-Corruption (ABAC) Policy	The Bidder and its employees along with its Associate/ Collaborator/ SubContractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business	Accepted

		<p>of Employer shall strictly adhere to AntiBribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer by accepting the following: “Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section ‘policy docs’ and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.</p>	
9.	<p>Compliance to “Conflict of Interest” provisions</p>	<p>Bidders shall certify their compliance on</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of above condition shall be considered as 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</p>	Accepted

		<p>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>	
10.	Acceptance of Integrity Pact	<p>Bidders are required to unconditionally accept the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer and confirm acceptance of the same by accepting the following condition:</p> <p>"Do you accept the provisions stipulated in the attached Integrity Pact".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by provisions stipulated in all the 9 Sections of integrity pact of the Employer as per the provisions of ITB/GCC.</p>	Accepted
11.	Acceptance of "Declaration regarding insolvency, bankruptcy and Liquidation"	<p>Bidders are required to unconditionally accept the "Declaration regarding insolvency, bankruptcy and Liquidation" as per Attachment-3L (i)/(ii)/(iii)/(iv) to the Bidding Documents and confirm acceptance of the same by accepting the following condition:</p> <p>"Declaration regarding insolvency, bankruptcy and Liquidation".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by provisions stipulated in clause 24 of BDS.</p>	Accepted
12.	Acceptance of ALR Clause as per SCC	<i>If the rates/prices finalized with successful Bidder(s) are found to be</i>	Accepted

	<p>clause 27</p>	<p>having a variation of more than (-)10% in relation to Employer's estimate of the cost of work to be performed under the contract, then such work shall be identified as "Abnormally Low Rate (ALR)".</p> <p><i>In such case, all the successful Bidder(s) shall be required to furnish an 'Additional Bank Guarantee (BG)' of an amount equal to 25% of the 'Cumulative Differential Amount (against all ALR Items under the BOQ of the Bid)' as per SCC Cl 27</i></p>	
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Acceptance of above conditions shall be considered as Bidder's confirmation that any deviation to the provisions of Bidding Documents found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.

The submission of an online bid against the subject NIT will be treated as the acceptance and compliance of all the Bid document terms and conditions including GTC, STC and ATC and Corrigendum conditions.

Date:
Place:

Signature.....
Name of Authorised person
having Power
of attorney
Designation.....
Common Seal.....

ATTACHMENT-16

..... PACKAGE FOR
..... PROJECT BIDDING
DOCUMENT NO. (GEM Bid no : GEM/2025/B/5913556) .

(Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy to be accepted in Attachment-15)

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://ntpc.tender.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.

Date :

Name of Authorized Person

Place :

Designation
Seal & Signature:
Mobile no.:

ATTACHMENT-16

..... PACKAGE FOR
..... PROJECT BIDDING
DOCUMENT NO. (GEM Bid no : GEM/2025/B/5913556) .

(Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy to be accepted in Attachment-15)

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Date :

Name of Authorized Person

Place :

Designation
Seal & Signature:
Mobile no.:

INTEGRITY PACT
..... **PACKAGE FOR**
.....
BIDDING DOCUMENT NO.

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

and

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

and

..... (hereinafter referred to as "JV Partner(s)/ Consortium
Member(s)"

(if applicable)

Preamble

The Employer awarded the Contract for
..... with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

This Integrity Pact is an agreement between the Employer and the bidder/Contractor/JV Partners/Consortium members, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.

INTEGRITY PACT
..... **PACKAGE FOR**
.....
BIDDING DOCUMENT NO.

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

and

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

and

..... (hereinafter referred to as "JV Partner(s)/ Consortium
Member(s)"

(if applicable)

Preamble

The Employer awarded the Contract for
..... with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

This Integrity Pact is an agreement between the Employer and the bidder/Contractor/JV Partners/Consortium members, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time.

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 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.

2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Bidder/Contractor

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

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

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

of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

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

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

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

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 Company Code of Conduct

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

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEMs are not subject to instructions by the representatives of the parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.
3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website <https://cvc.gov.in/>.
4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
6. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
7. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

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

Section 9 Miscellaneous Provisions

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

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ILA ANAND
Date: 2024.10.09
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2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Bidder/Contractor

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

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

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

of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

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

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

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

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 Company Code of Conduct

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

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEMs are not subject to instructions by the representatives of the parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.
3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website <https://cvc.gov.in/>.
4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.
5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
6. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
7. The word " IEM" will include Singular or Plural.

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

Section 9 Miscellaneous Provisions




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

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ILA ANAND
Date: 2024.10.09
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4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

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

Employer	Bidder/ Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
ILA ANAND  Digitally signed by ILA ANAND Date: 2024.10.09 12:06:39 +05'30'		
Witness	Witness	Witness
1.  Digitally signed by SONA M JHA Date: 2024.10.09 12:07:48:30'	1. _____	1. _____
2.  Digitally signed by AMIT TIWARI Date: 2024.10.10 12:06:31 +05'30'	2. _____	2. _____

4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

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

Employer	Bidder/ Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
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2.  Digitally signed by AMIT TIWARI Date: 2024.10.10 12:06:31 +05'30'	2. _____	2. _____

(To be executed amongst Employer, Contractor and Sub-contractor as per Clause 23 of Sec-IV SCC)

Tripartite Integrity Pact

..... PACKAGE FOR
.....
LOA NO.

Amongst

1. NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")
2. (hereinafter referred to as "Contractor")
..... (hereinafter referred to as "JV Partner(s)/ Consortium Member(s)")
(if applicable)
- and
3. (hereinafter referred to as "Sub-contractor")

The Employer, Contractor, JV Partners/Consortium Members and Sub-contractor are collectively referred to herein as 'Parties'

Preamble

The Employer awarded the Contract for.....to the Contractor, as per organizational systems and procedures. The Contractor with the approval of Employer sub-contracted the work for ----- to the Sub-contractor.

This Tripartite Integrity Pact ('Integrity Pact') is an agreement between the Employer, Contractor/JV Partners/Consortium members and Sub-contractor, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Contractor(s) & Sub-contractor(s). In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the execution of the Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Contractor/Sub-contractor

1. The Contractor/Sub-contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during the execution of the contract:
 - a) The Contractor/Sub-contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
 - b) The Contractor/Sub-contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
2. The Contractor/ Sub-contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Contractor(s), during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Contractor into question, the Employer shall be entitled to terminate the contract on that ground.
2. If the Contractor/ Sub-contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Contractor/ Sub-contractor for any future tenders /contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Contractor/ Sub-contractor and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Contractor/Sub-contractor with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Contractor/ Sub-contractor could be revoked by the Employer if the Contractor/ Sub-contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of / Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has terminated the contract pursuant to Section 3, the Employer shall forfeit/encash the Security Deposit/ Performance & Advance Bank Guarantees.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Contractor/ Sub-contractor swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years. In case of Sub-contractor, the date of transgression shall be last three years from the date of request to Employer for Sub-contractor approval.
2. If the Contractor makes an incorrect statement on previous transgression as mentioned above in para 1, the awarded contract , can be terminated on this ground. In case the Sub-contractor makes incorrect statement on previous transgression, notwithstanding anything to the contrary contained in the contract between the Contractor and the Sub-contractor, the contract placed on them shall be terminated by the Contractor by itself and/or at the instance of the Employer.

Section 6 Company Code of Conduct

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

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint a competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the Parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.
3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website <https://cvc.gov.in>.
4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Contractor/Sub-contractor to present its case before making its recommendations to the Employer.
5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
6. The Contractor /Sub-contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
7. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the Parties. It shall expire for the Contractor 12 months after the final payment under the respective Contract. In the case of Sub-contractor, this pact shall expire 12 months after the final payment under the respective sub-contract.

Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to

come to an agreement to their original intentions.

3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.
5. The bilateral Integrity Pact dtd.....signed between the Employer & the Contractor at the time of bidding shall also be binding on the Employer & Contractor.
6. The Parties hereby agree that in the event of an inconsistency between the terms of this Integrity Pact and the terms of the contract between the Contractor and the Sub-contractor, the terms of this Integrity Pact shall prevail.

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

Employer	Contractor	Joint Venture Partner(s) /Consortium members(s) (as applicable)	Sub-contractor
Witness	Witness	Witness	Witness
1.	1.	1.	1.
2.	2.	2.	2.

Attachment-3L (i)

1. Format for declaration by the Domestic Bidder

“Self-Declaration by the Bidder” GEM Bid NO: GEM/2025/B/5913556

I/ We, M/s _____ (Name of Bidder) hereby certify that no proceedings for insolvency or liquidation under the Insolvency and Bankruptcy Code, 2016, or any other bankruptcy proceedings under any other applicable laws (in cases where IBC, 2016 is not applicable) have been admitted or is pending against us and/or our Parent/Holding/Subsidiary Company, Associate or Collaborator or Technology Provider _____ (Name of Parent/Holding/ Subsidiary Company, Associate or Collaborator/ Technology provider company) from whom we have taken or intend to take technical and/ or financial support for qualification of bid.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Bidder)

- Note: 1. This ‘Declaration’ should be on the letterhead of Bidder
2. The declaration shall be submitted separately as per 3L(ii) by the Parent/Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intends to take technical and/or financial support for qualification of bid.

Attachment-3L (ii)

Format of declaration by Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid

“Self-declaration by the Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider”

I/ We, M/s _____ (Name of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider) from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid, hereby certify that no proceedings for insolvency or liquidation under the Insolvency and Bankruptcy Code, 2016, or any other bankruptcy proceedings under any other applicable laws (in cases where IBC, 2016 is not applicable) have been admitted or is pending against us.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject the bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Parent/Holding/
Subsidiary Company, Associate or
Collaborator, Technology provider)

Note: 1. The ‘Declaration’ shall be on the letterhead of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider

Attachment-3L (iii)

2. Format for declaration by the Foreign Bidder

“Self-Declaration by the Bidder”

I/ We, M/s _____ (Name of Bidder) hereby certify that no proceedings for insolvency or liquidation or any other bankruptcy proceedings under the applicable laws, have been admitted or is pending against us and/or our Parent/Holding/Subsidiary Company, Associate or Collaborator or Technology Provider _____ (Name of Parent/ Holding/ Associate or Collaborator/ Technology provider company) from whom we have taken or intend to take technical and/ or financial support for qualification of bid.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Bidder)

Note: 1. This ‘Declaration’ should be on the letterhead of Bidder.

2. The declaration shall be submitted separately as per 3L(iv) by the Parent/ Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intend to take technical and/ or financial support for qualification of bid.

Attachment-3L (iv)

Format of declaration by Foreign Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider from whom the Bidder has taken or intend to take technical and/ or financial support for qualification of bid

“Self-declaration by the Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider”

I/ We, M/s _____ (Name of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider) from whom the Bidder has taken or intend to take technical and/ or financial support for qualification of bid, hereby certify that no proceedings for insolvency or liquidation or any other bankruptcy proceedings under the applicable laws, have been admitted or is pending against us.

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject the bid and forfeit the Bid Security/ EMD.

Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of
Parent/Holding/ Subsidiary
Company, Associate or
Collaborator, Technology
provider)

Note: 1. The ‘Declaration’ shall be on the letterhead of Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider