



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5950346
Dated/दिनांक : 14-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2025 11:30:00
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
क्रैता ईमेल/Buyer Email	buycon4.ntpc.der@gembuyer.in
Item Category/मद केटेगरी	Custom Bid for Services - BMC of telephone network at Plant and township of NTPC Lara
Similar Category/समान श्रेणी	<ul style="list-style-type: none">• Facility Management Services - LumpSum Based• Facility Management Service- Manpower based (Version 2)• Manpower Outsourcing Services - Minimum wage
Contract Period/अनुबंध अवधि	2 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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 Details/बिड विवरण	
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	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	6432548
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	100000

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).	27

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

(b). 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 :

GM
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
(D P Pradhan)

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. 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.

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

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1739508178.pdf](#)

Payment Terms:[1739508192.pdf](#)

GEM Availability Report (GAR):[1739508239.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1739508245.pdf](#)

Custom Bid For Services - BMC Of Telephone Network At Plant And Township Of NTPC Lara (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	BMC of telephone network at Plant and township of NTPC Lara
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
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	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Akhilesh Kumar Tandi	496440, NTPC Lara, Village - Chhapora, Tehsil - Pussore, Distt - Raigarh (CG) - 496440	1	N/A

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

1. 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

NTPC LIMITED
(A Government of India Enterprise)



Additional Terms and Conditions
(ATC)

UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
 - a. Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
 - b. Instructions to Bidders (ITB)
 - c. General Conditions of Contract (GCC) & its Annexures
 - d. Special Conditions of Contract (SCC) & its Annexures
 - e. Technical Specifications, Scope of Work, Service description, BOQ and Bid Drawings etc
 - f. Forms and Procedures (Part 1 of 3, Part 2 of 3 & Part 3 of 3).
 - g. Attachment-3,9, 13, ISA-TPIA formats, CEO/CFO formats, BG for EMD, Bank list etc

2. **Terms and Conditions stipulated in ATC will supersede those in GEM GTC and STC, in case of any conflicting provisions.**

3. GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). Further, bids where the IP address used by the bidder matches with IP address of another bidder, is flagged by GeM.

In such cases, bids of bidders with common IP addresses shall be liable for rejection.

4. Bidders are advised to mention their prices at the designated place only on the GeM portal, as the same shall only be considered for evaluation and price content mentioned / uploaded along with any other documents in their bid shall not be considered in any case.
5. It shall be deemed that bid submitted by the bidder is unconditionally accepted with all the clauses mentioned in BID (including attachment-9, attachment 13 & appendix of ATC) which is in line with GeM seller undertaking Sl. 3.0 *"I have read all the Bid conditions including the GeM GTC, STC and also all the clauses incorporated by the Buyer in ATC and various corrigendum of the bid. I hereby confirm acceptance and compliance of all the conditions including GTC, STC and ATC and Corrigendum conditions. I also confirm that all the product(s) offered is/are fully compliant with the specifications asked for in the bid, including the additional specification parameters incorporated by the Buyer in the bid document."*
6. 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'.

What documents are uploaded where, by NTPC on GEM: -

SI	GeM Folder/Tab Name	The Documents Uploaded by NTPC
1	"Instruction to Bidder"	ITB
2	"Pre-Qualification Criteria (PQC) Etc. If Any Required"	SCC, BG Format for EMD and Attachment-13
3	"Scope Of Work"	BOQ, SOW and Technical Specifications
4	"Payment Terms"	GCC
5	"Project Experience and Qualifying Criteria Requirement"	NIT, Attachment -3, ISA-TPIA formats and CEO/CFO formats
6	Any Other Documents As Per Specific Requirement Of Buyer -1	Forms and formats
7	Any Other Documents As Per Specific Requirement Of Buyer -2	Important attachments

7. **Splitting of Quantity: NOT APPLICABLE**

8. The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security/~~*Security for the Deed of Joint Undertaking (if applicable)~~/~~*Advance payment (if applicable)~~ included in the Employer's Bidding Documents only. 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/~~*Security for the Deed of Joint Undertaking (if applicable)~~ included in the Employer's Bidding Documents only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

Formats of the documents required to be submitted as per this check list can be referred from "Forms & Procedures".

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/ Insurance Surety Bond, strictly in the format provided in the tender document, Amount as per NIT, validity as per tender document.	Scan Copy to be uploaded online And Original Hard Copy of BG/Insurance Surety Bond to be submitted physically.	
	Or		
	(ii) MSE (UDYAM only) certificate towards exemption of Bid Security / EMD.	To be uploaded online	
2	Attachment 3: QR DATA SHEET AND CHECKLIST IN THE PRESCRIBED FORMAT ALONG WITH DOCUMENTS EXCATLY AS MENTIONED IN ATTACHMENT-3 (DOCUMENTS TO MEET TECHNICAL & FINANCIAL QUALIFYING REQUIREMENT)	To be uploaded online duly filled in	
	APPENDIX-B OR APPENDIX-C TO ATTACHMENT-3 AS PER ATTACHED FORMAT: Undertaking duly certified and verified documents from the Statutory Auditors or specified TPIA in support of meeting Technical QR	To be uploaded online duly filled in	
3	Attachment 11: Electronic Fund Transfer (EFT) Authorization Form (Only for those bidders who do not have Vendor Code in NTPC)	To be uploaded online duly filled in and authenticated from the concerned bank	
4	Attachment 9: Declaration Regarding GST	To be uploaded online duly filled in	

5	Undertaking for compliance of Important Conditions of Tender Declaration of General Technical Evaluation (GTE) Conditions Declaration on Qualifying Requirements Declaration on Safety Policy Declaration on Debarment from Business Dealings Policy Declaration on Fraud Prevention Policy Declaration on Local Content Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India Declaration on Conflict of Interest	To be declared through undertaking at Attachment 13	
6	Attachment 3L: Declaration regarding insolvency, bankruptcy and Liquidation.	To be declared on agency's letter head	
7	Attachment 12: Integrity Pact as per Performa- (pre-signed by employer) duly signed & Stamped at each page [if applicable]	Not Applicable for this package	
8	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)	To be filled online on GeM portal	

9. Bid Validity shall be 120 days.

10. Important Point for EMD:-

- (I) In case the bidder have opted for Bid Security/EMD in the form of **Bank Guarantee or Insurance Surety Bond**, EMD/Bid Security to be submitted in the form of BG/Insurance Surety Bond as per NTPC Format ONLY i.e Format provided in the tender documents. A scanned copy of EMD BG is to be uploaded on GeM Portal during Bid submission.

While issuing the BG, the Bidder's Bank must 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:		
v	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS
vi	Field Number : Particulars (To be mentioned in Row 1)	7037: NTPCBG (unique identifier)

ROUTE -1:-

Original copy of the BG/Insurance Surety Bond in physical form will have to be submitted directly to the Buyer **within 5 working days of bid opening**, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

ROUTE-2:-

In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location before the deadline for submission of bids, bidder shall submit the Original BG in physical form to reach NTPC not later than 10 days from the date of submission of Techno- Commercial bids or before the Price Bid opening, whichever is earlier, subject to meeting of following conditions:

“The issuing bank shall intimate through their own official e-mail id to C&M department with a copy to Bidder regarding issuance /extension of Bank Guarantee (BG) along with following documents, before the **deadline of submission of bids** failing which its bid shall be rejected and not considered for further evaluation.

- a) The scanned copy of the BG.
- b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.
- c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-III to SCC (also attached at bottom).”

(II) Address for submitting Physical BG/Insurance Surety Bond

DGM (C&M)/AGM(C&M)

CPG-1, 3rd Floor

NTPC Limited,

CPG-1, Plot No. -87, Sector-24, Atal Nagar,

Nava Raipur, Raipur, Chhattisgarh, 492001

(III) 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.

(IV) 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.

(V) 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.

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

(CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS)

(To be uploaded online in Technical Cover/Envelope)

To,

NTPC Ltd.,
 CPG-1, USSC Raipur

Dear Sir/s,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

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

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/ Clarifications/Addenda/Errata (if any) as mentioned at para 1.0 above, found anywhere in our Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which our bid shall be rejected.

2. We hereby confirm that, we have carefully read the provisions of the following undertakings and accepting the same:

Sl. No.	Undertaking Type	Provisions of Undertaking
1.	General Technical Evaluation (GTE) Conditions	<p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>By accepting above Condition, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:</p> <p>(a) Full compliance on Qualifying Requirements. (b) Fraud Prevention Policy of NTPC. (c) Policy for Debarment from Business Dealings of NTPC. (d) Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” (e) All provisions of the Integrity Pact (if applicable) (f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC (g) Safety policy of NTPC (h) Clause regarding Conflict of Interest</p>

		Acceptance of above GTE 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.
2.	Declaration on Qualifying Requirements	<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). 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>“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 Tender Documents.</p>
4.	Declaration on Debarment from Business Dealings Policy	<p>“Do you accept Debarment from Business Dealings Policy of NTPC”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following conditions:</p> <p>(1) Bidder has read the contents of Debarment Policy (version mentioned in SCC) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.</p> <p>a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.</p> <p>b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under: that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p>
5.	Declaration on Fraud Prevention Policy	<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.ntpctender.com indicating his compliance to the provisions of ITB Sub-Clause 29.</p>

6.	Declaration on Local Content	<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> <p>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.</p>
7.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	<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>
8.	Declaration on Conflict of Interest	<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.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>

Date:

Signature.....

Place:

Name of Authorised person

Designation.....

Stamp/ Seal.....

Attachment-3L (i)

1. Format for declaration by the Domestic Bidder

“Self-Declaration by the Bidder”

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

NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

NOTICE INVITING TENDER (NIT)

SECTION-I

(Domestic Competitive Bidding)

NIT No:	9900295506
Name of work	BMC of telephone network at Plant and township of NTPC Lara.

1. NTPC Limited (NTPC) invites online bids through **GeM Portal** on “**Single Stage Two Envelope Bidding basis (Envelope-I: Techno-commercial Bid & Envelope-II: Price Bid)**” from eligible bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter.

2. Brief Scope of Work:

The scope of work comprises of **“BMC of telephone network at Plant and township of NTPC Lara.”**

NTPC intends to finance subject Package through Internal Resources.

3. Detailed Specification, Scope of Work and Terms and Conditions are given in the bidding document, which are available for examination and sale at <https://gem.gov.in> and as per the following details & schedule:

Source of IFB/NIT	Central Procurement Group-1, Raipur
NIT Date/ Document Download Commencement Date & Time	As per details at GeM Portal
Last date for receipt of queries from bidders (if any)	
Last Date & Time for Bid Submission	
Technical Bid Opening Date & Time	
Price Bid Opening Date & Time	
Cost of Bidding Documents (Tender fee)	Not Applicable
Tender value	INR 64,32,548.16- (including GST, by considering GST @ 18%) INR 54,51,312.00- excluding GST
Bid Security/EMD	Rs. 1,00,000.00 (INR One Lakh Only) Exemption :- Applicable, as per tender conditions. Seller / Service Provider registered with

	<p>designated Agency / Authority as specified in the GeM GTC / Bid document – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.</p>
Benefit to MSE	<p>This is a SERVICE CONTRACT. MSE BENEFIT SHALL BE APPLICABLE FOR THE PACKAGE. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p> <p>Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.</p> <p>The benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p> <p>Bidder may refer the clause no 28 of SCC for Purchase preference to Micro and Small Enterprises (MSEs) [MSE-SC-ST or MSE Women Vendors]. Further, BG/Security Deposit for MSE-SC-ST or MSE Women Vendors shall be 2.5% of the Contract Value. Refer the relevant clause 43 of SCC.</p>
Purchase Preference to Local Suppliers/Preference to Make in India	<p><i>Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p><i>The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%.</i></p>
Contract Period	<p>24 (Twenty Four) Months</p> <p><i>The contract period may be further extended for a period of three (3) months, on same Terms and Conditions of the Contract, if required.</i></p>
Pre-Bid Conference Date & Time (if any)	<p>Not Applicable</p>
Reverse Auction	<p>Not Applicable</p>

Integrity pact	Not Applicable
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“No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified above.”

As per provisions of Bidding Documents, the Bidders shall submit “Techno-Commercial Proposal” and “Price Proposal” online (<https://gem.gov.in>), within the bid submission date and time as mentioned above. Only Techno-Commercial proposals will be opened on the date and time mentioned above or corrigendum/s (if any) thereof.

Note: For any corrigendum and extension of date of bid submission, please visit the website <https://gem.gov.in>.

4. All bids must be accompanied by Bid Security and Integrity Pact (if applicable) as per tender provisions. **Integrity Pact (if applicable) shall be submitted as per instruction mentioned in BDS/ SCC.**

Bid Security shall be submitted as per detailed instructions given in bids.

ANY BID **NOT** ACCOMPANIED BY AN ACCEPTABLE BID SECURITY AND INTEGRITY PACT (IF APPLICABLE) AS PER TENDER PROVISIONS **SHALL BE REJECTED** BY THE EMPLOYER AS NON-RESPONSIVE AND SHALL NOT BE OPENED.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security/*Security for the Deed of Joint Undertaking (if applicable)/*Advance payment (if applicable) included in the Employer’s Bidding Documents only. 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/*Security for the Deed of Joint Undertaking (if applicable) included in the Employer’s Bidding Documents only.

Formats of the documents required to be submitted as per this check list can be referred from “Section-VII: Forms & Procedures”.

5. **Qualifying Requirements for Bidders:**

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

5.1 **Technical Criteria**

5.1.1 **The Bidder should have its own Establishment/Support Office/Repair/ Service Centre in India. (Relevant document having information about address must be provided)**

5.1.2 **The bidder should have executed the work of " IT Maintenance Contract/ IT-Support Services/IT Facility Management Services/ Miscellaneous IT infrastructure facility / Maintenance or Support services of Data Networks / Wi-Fi Network/ LAN/WAN" for the minimum period of ONE year, within preceding seven (07) years prior to the date of Techno-commercial bid opening in any of the following manner:-**

A. One (1) order having executed value not less than **Rs. 22 Lakh**

OR

B. Two (2) orders having executed value not less than **Rs. 14 Lakhs each**

OR

C. Three (3) orders having executed value not less than **Rs. 11 Lakhs each**

Notes for Technical Criteria:

1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
2. In case of orders under execution, the value of work executed prior to the date of Techno- Commercial bid opening duly certified by bidder's client shall be considered acceptable.
3. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.
4. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of basic value and taxes.
5. In case, bidder has executed reference work with supply / installation then ONLY Maintenance Contract and/or Support Services and/or Facility Management Services portion value in that contract and having minimum period of 01 year will be considered for the purpose of evaluation.

5.2 Financial Criteria:

5.2.1 The Average Annual Turnover of the Bidder, should not be less than **Rs. 27 Lakh (Rupees Twenty Seven Lakhs Only)** during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.

5.2.2 In case the Bidder does not satisfy the financial criteria, stipulated at Cl. 5.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 5.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.

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

- a. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of its Holding Company.
- b. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated annual financial statements of the Holding Company.

5.2.4 In cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three (03) consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from CEO/CFO as per the format enclosed in the bidding document stating that the financial results of the company are under audit as on the date of Techno-commercial bid opening and the certificate from the practicing Chartered Accountant certifying financial parameters is not available.

3.0 Note for Clause No. 5.2 above:

1. **Other income** shall not be considered for arriving at annual turnover.
2. **"Holding Company"** and **"Subsidiary Company"** shall have the meaning ascribed to them as per Companies Act of India.
3. **Net worth means** the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
4. **"MSE -SC/ST & MSE-Women bidders** are exempted from meeting the Average Annual Turnover (AATO) requirement of financial QR. Accordingly, for these bidders Evaluation shall be carried out only based on Technical Criteria of Qualification.

6.0 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators /associates/ subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

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

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

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

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

9.0 IMPORTANT NOTES FOR THE TENDER:

- a) *Attachment 3 - QR DATA SHEET (ATTACHED separately for the package as bid document) is to be filled up properly as per format given for the stipulated QR parameters and to be submitted in the bid at appropriate file/folder provided for the purpose. **The reference works whose details have been declared in Attachment-3 AND / OR in the submitted bid , shall only be considered to ascertain the bidder's compliance to the specified qualifying Requirement (QR).***

Latest provisions for "Authentication of Veracity of Documents Submitted By The Bidder In Support Of Qualifying Requirement" has been incorporated in Bidding Documents.

Authenticated documents (as applicable- *from Independent Statutory Auditor of bidder / or Specified Third-party Inspection Agency (TPIA)*) in line with the said provisions to be complied.

Important Note:

BIDDERS, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates, RA bills etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA) (For Details Refer SCC/BDS).

*Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA, in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix D to Attachment-3 (Undertaking from Statutory Auditor) and / or Appendix E to Attachment-3 (Undertaking from TPIA). **All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.***

*Any document pertaining to reference works/ plants in support of Technical QR, **which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, may not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.***

NOTE for verification of authenticity of documents:

1. If any of the declared reference work pertains to the Contract(s) / Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC as a Main Contractor in the past then in respect of such Contract(s) / Works, Bidder shall not be required to enclose Client Certificate (s) along with its bid.
2. To avoid repetition, the undertaking issued for previous tender (as per format) may be submitted by the bidders for similar future tenders subject to fulfilment of QR criteria as stipulated in present NIT.
3. **Proprietorship and Partnership Firms** are required to furnish documents verified from **Third Party Inspection Agency (TPIA) only**, and not from Independent Statutory Auditors

*In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at **NTPC tender website (https://ntpctender.ntpc.co.in/)** under “Policy for Document Authentication Process in Tenders of NTPC Ltd” tab of Policy Docs.*

*However, **Bidders must verify the accreditation validity of the designated TPIA** before proceeding to engage them for document certification.*

The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:

<https://nabcb.qci.org.in/inspection-body/>

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

b) Special Conditions of Contract (SCC) shall supplement / amend the General Conditions of Contract (GCC) / ITB of Standard Bidding Document. **Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC/ITB of Standard Bidding Document.**

c) **UDIN:** 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), submitted by bidders 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). It is mandatory to mention UDIN (Unique Document Identification Number) by the bidders while submitting audited financial statements, other CA certificates etc. w.e.f. date as mentioned in ICAI gazette notification dt. 02.08.2019.

d) **Nil Deviation :** This is a **no deviation** tender, which means- **No Deviation**, whatsoever, is permitted by the employer to any provisions of bidding documents.

10.0 The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the NTPC tender website <https://gem.gov.in>. **No Hard Copy of bidding documents shall be issued.**

11.0 Downloading/Issuance of Bidding Documents and /or submission of Bid shall not construe that bidder is considered qualified.

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

13.0 NTPC reserves the right to amend any bid/tender conditions through appropriate **corrigendum/amendments** published in the portal **at any time**. NTPC also reserves the right to extend/change the bidding schedule through publishing necessary **corrigendum/amendments** in the portal if the situation demands so **at any time**. The corrigendum as decided by NTPC and deemed fit would be published in the portal as per provisions therein. This will prevail over the relevant provisions elsewhere in the bid document. The corrigendum/amendment as published/posted in the portal will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments/Corrigendum, if any.

14.0 The Bidder would be required to register on the website <https://gem.gov.in>.

However, Bidders whose email address has not been linked to a vendor code allotted by NTPC/ first time users not having been allotted any vendor code by NTPC, should send a copy of the registration details to the e-mail address specified in this NIT under Address for Communication with following details at least three working days prior to Technical Opening Date:

- a) Request on the letter head of the Company
- b) Address Proof
- c) Copy of GST Registration Certificate & PAN Card,
- d) Email ID and Contact No.
- e) Name and Designation of the contact person
- f) Cancelled cheque & E.F.T form duly verified by bank.

Vendor Code shall only be issued to the 1st time bidder during evaluation, who becomes L1.

15.0 All references to the “**Policy for Withholding & Banning of Business Dealings**” appearing

anywhere in the Standard Bidding Documents shall be replaced with “**Policy for Debarment from Business Dealings**”, which is available at www.ntpctender.ntpc.co.in and www.ntpc.co.in.

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

17.0 It is hereby certified that all the guidelines circulated by NTPC in pursuance of Public Procurement (Preference to Make in India) 'PPP-MII' Orders issued by DPIIT / MoP have been complied with for the subject tender.

18.0 Address for Communication:

**AGM / DGM (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.: 9425815891/ 9910072561

Email: rhshankarrao@ntpc.co.in / pramodkumar04@ntpc.co.in

Websites: <https://www.gem.gov.in>, www.ntpctender.ntpc.co.in or www.ntpc.co.in

19.0 Registered Office:

NTPC Limited
NTPC Bhawan, SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi – 110003
Corporate Identification Number: L40101DL1975GOI007966.
Website: www.ntpc.co.in

NIT NO.

ATTACHMENT- 3

Name of Work:- **BMC of telephone network at Plant and township of NTPC Lara.**

Dear Sirs,

In order to meet the qualifying requirements at **Sub-Clause No. 5.1 to NIT**, we declare that we have executed following works as per details given below:

<p>For QR Clause 5 (Ref NIT for details)</p> <p>The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder: -</p>
<p>5.1 Technical Criteria</p> <p>5.1.1 The Bidder should have its own Establishment/Support Office/Repair/ Service Centre in India. (Relevant document having information about address must be provided)</p> <p>5.1.2 The bidder should have executed the work of " IT Maintenance Contract/ IT-Support Services/IT Facility Management Services/ Miscellaneous IT infrastructure facility / Maintenance or Support services of Data Networks / Wi-Fi Network/ LAN/WAN" for the minimum period of ONE year, within preceding seven (07) years prior to the date of Techno-commercial bid opening in any of the following manner:-</p> <p style="padding-left: 40px;">A. One (1) order having executed value not less than Rs. 22 Lakh</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">B. Two (2) orders having executed value not less than Rs. 14 Lakhs each</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">C. Three (3) orders having executed value not less than Rs. 11 Lakhs each</p> <p>Notes for Technical Criteria:</p> <p>1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.</p> <p>2. In case of orders under execution, the value of work executed prior to the date of Techno- Commercial bid opening duly certified by bidder's client shall be considered acceptable.</p>

3. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.

4. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of basic value and taxes.

5. In case, bidder has executed reference work with supply / installation then ONLY Maintenance Contract and/or Support Services and/or Facility Management Services portion value in that contract and having minimum period of 01 year will be considered for the purpose of evaluation.

1	No. of Order Copies in order to meet the QR Criteria 5.1	A total of _____ No. of orders have been submitted.		
SI No.	Item Description	Submitted Completion/ Execution Certificate & Work Order -1	Submitted Completion/ Execution Certificate & Work Order -2	Submitted Completion/ Execution Certificate & Work Order -3
2.	Name of Work in the Work Order (Include more rows & column if required)			
2 (a)	Purchase Order / Work Order No. & Date	Ref No.: Date: PO Value:-	Ref No.: Date: PO Value:-	Ref No.: Date: PO Value:-
2 (b)	Execution Details: (Start Date, Completion Date, Value)	Start date: Completion date: Executed Value:	Start date: Completion date: Executed Value:	Start date: Completion date: Executed Value:
3	Completion Certificate No. & Date (Proof of Execution)	Ref No.: Date:	Ref No.: Date:	Ref No.: Date:
4	Documents mentioned in support of SI. No. 1 to 3, duly certified and verified for authenticity from Independent Statutory Auditor of their Company OR specified	YES / NO	YES / NO	YES / NO



	Third-Party Inspection Agency (TPIA)?). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA			
5(a)	Name, Designation, Address of the Authority who issued the Work order / Purchase Order	Name: Designation: Address: E-Mail: Mobile No.:	Name: Designation: Address: E-Mail: Mobile No.:	Name: Designation: Address: E-Mail: Mobile No.:
5(b)	Name, Designation, Address of the Authority who issued the Completion Certificate / Proof of Execution	Name: Designation: Address: E-Mail: Mobile No.:	Name: Designation: Address: E-Mail: Mobile No.:	Name: Designation: Address: E-Mail: Mobile No.:
6(a)	Whether the same Work Order was submitted in any tender invited by NTPC in the past for meeting the QR	YES / NO	YES / NO	YES / NO
6(b)	If yes, then provide the NIT No., NTPC Unit, further details viz. Name, designation, and mobile no. of tender inviting authority	NIT No.: NTPC Project Name: Name of Tender Inviting Authority: Mobile No.: Mail ID:	NIT No.: NTPC Project Name: Name of Tender Inviting Authority: Mobile No.: Mail ID:	NIT No.: NTPC Project Name: Name of Tender Inviting Authority: Mobile No.: Mail ID:

Note:

1. Bidders wishing to provide **more than 03 orders are requested to use this format multiple times**, only by changing the work order SI No. to 4,5,6... and so on in the relevant column.
2. The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference documents as mentioned above. However,

no change or substitution of the reference documents for conforming to the specified Qualifying Requirement shall be sought, offered, or permitted.

3. **Submission of duly filled Attachment-3 is MANDATORY.**
4. *Bidder must ensure that the Completion Certificate/Proof of Execution issued by the client includes all the parameters of QR.*
5. *Bidder to furnish documentary evidence against all claims in the form of detailed Letter of Award/ Contract Agreement / Purchase Order /Completion Certificate / Client's Certificates etc. for a particular credential at appropriate folder.*

Signature:

Name of authorized person :

Designation:

Date and Place:

Seal of firm:

NIT NO.	ATTACHMENT- 3
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Dear Sirs,
 In order to satisfy the Qualifying Requirements (QR) stipulated at Sub-Clause 5.2 to NIT, we declare that we meet all the stipulations of Sub-Clause 5.2 to NIT as per details given below:

NIT Clause Ref. No.	Description	Details/Remarks
5.2.1	The Average Annual Turnover of the Bidder, should not be less than Rs. 27 Lakh (Rupees Twenty Seven Lakhs Only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.	
	In support of above, we are enclosing audited financial statements and the details are as under:	
	A. For FY -1	Rs..... UDIN No
	B. For FY -2:	Rs..... UDIN No
	C. For FY -3:	Rs..... UDIN No
	Average Annual Turnover in The Preceding Three (3) Financial Years = (A+B+C)/3 =	Rs..... Lacs
	We have enclosed Audited financial statements for the last 3 financial years-	Yes / No

5.2.2	<p>In case the bidder does not satisfy the financial criteria, stipulated at Cl. 5.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl. 5.2.1 above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award.</p>	
5.2.3	<p>In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification:</p> <ol style="list-style-type: none"> a. Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of its Holding Company. b. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated annual financial statements of the Holding Company. 	
5.2.4	<p>In case where audited results for the last financial year as on the date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p>	
3.0	<p>Note for Clause No. 5.2 above:</p> <ol style="list-style-type: none"> 1. Other income shall not be considered for arriving at annual turnover. 2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India. 3. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus. 4. "MSE -SC/ST & MSE-Women bidders are exempted from meeting the Average Annual Turnover (AATO) requirement of financial QR. Accordingly, for these bidders Evaluation shall be carried out only based on Technical Criteria of Qualification. 	

Signature:
Name of authorized person:
Designation:
Date and Place:
Seal of Firm:

NIT NO.

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

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

Ref. :

Date:

To

Central Procurement Group

NTPC Ltd., Wester Region HQ,

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 NIT 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

(ONLY FOR COMPANIES, NOT FOR PROPRIETORSHIP FIRMS & PARTNERSHIP FIRMS)

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

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

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

Dear Sir,
 M/s. (hereinafter called Bidder) having Registered office at intend to participate in one of the tender(s) 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. 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 that the following documents are found to be genuine and authentic.

SI	Work Order No / Agreement No / Purchase Order No. and Date	Execution / Completion / Client Certificate No. and Date	Executed Value (Excl. GST)	Execution Period	Client Name
1					
2					
3					

All the aforesaid documents have been Digitally Signed by us as a certificate of authenticity.

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

Thanking you,
 Digital Signature:.....
 Name of Auditor:.....
 Firm Name:.....
 UDIN No.:

Undertaking from Third Party Inspection Agency**(FOR PROPRIETORSHIP FIRMS, PARTNERSHIP FIRMS & COMPANIES AS WELL)**(On **letter head** Digitally Signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____

Date:

To,

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

Dear Sir,

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

Ref : NIT 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 Client for authenticity.

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

Sl	Work Order No / Agreement No / Purchase Order No. and Date	Execution / Completion / Client Certificate No. and Date	Executed Value (Excl. GST)	Execution Period	Client Name
1					
2					
3					

All the aforesaid documents have 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,

Digital Signature:

Name:

Item Rate BoQ

Tender Inviting Authority: Western Region Head QuartersII

Name of Work: Maintenance of telephone network at Plant and township of NTPC Lara

Reference No: 9900297752

Bidder Name :						eTendering User ID :		
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name, eTendering User ID and Values only)								
Sl. No.	Item Description	Estimated Rate	Addition / Deduction	Quoted Currency	Premium / Discount (in %)	GST Rate (%)	Amount with Premium/ Discount and GST	Amount with Premium/ Discount in words
1	2	6	9	12	13	18	53	55
10	Maintenance of telephone network	5451312.00	Excess(+)	INR		18.00	6432548.16	INR Sixty Four Lakh Thirty Two Thousand Five Hundred & Forty Eight and Paise Sixteen Only
Total in Figures							6432548.16	
Quoted Rate in Words			INR Sixty Four Lakh Thirty Two Thousand Five Hundred & Forty Eight and Paise Sixteen Only					

Notes:-

1. Total Estimated **bid value** shown on GeM portal is **INR 64,32,548.16** which is **inclusive of GST @18%**. The total estimated value **exclusive of GST** is **INR 54,51,312.00**.
2. **The bidder has to quote Total Contract Price (Inclusive of all taxes & duties and GST) on lump-sum basis on GeM portal.**
3. Further, bidder to declare **GST percentage included** in their price as per **attachment-9**, if nothing is declared in the attachment-9 it shall be presumed quoted rates are inclusive of 18%GST.
4. NTPC shall derive Premium or Discount in percentage (%) from Total Quoted Price w.r.to Total Estimated Value . And same derived Premium or Discount percentage shall be uniformly applied on all the BOQ items as mentioned in above schedule for deriving the unit rate of individual line items.
5. Bidder must go through '**Schedule item list**' before quoting. Prices mentioned in '**Item Rate BOQ**' is inclusive of GST whereas Prices mentioned in '**Schedule item list**' are excluding of GST.
6. Bidders are required to refer SCC clause 26.0 regarding "Abnormally Low Rated Items" before quoting the price bid". **Additional Bank Guarantee (ABG)** shall be required in case of variation in quoted rates by more than (-)10% (i.e minus 10%) w.r.t NTPC estimated/reference price.

[Validate](#)[Print](#)[Help](#)

Scheduled Items List

Tender Inviting Authority: Western Region Head QuartersII

Name of Work: Maintenance of telephone network at Plant and township of NTPC Lara

Reference No: 9900297752

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate	ESTIMATED AMOUNT	ESTIMATED AMOUNT In Words
1	2	3	4	5	6	54	55
10	Maintenance of telephone network					5451312.00	INR Fifty Four Lakh Fifty One Thousand Three Hundred & Twelve Only
10.0001	Maint of telephone network	10.00010_	24	MON	223606	5366544.00	INR Fifty Three Lakh Sixty Six Thousand Five Hundred & Forty Four Only
10.0002	Excavation and refilling of soil	10.00020_	300	M3	282.56	84768.00	INR Eighty Four Thousand Seven Hundred & Sixty Eight Only



LARA SUPER THERMAL POWER PROJECT

Department : IT-Communications
Purchase Requisition : 800060421

SERVICE DESCRIPTION

SNo.	Service Code	Service Short Text
Service Long Text		
10.10		Maint of telephone network
10.20		Excavation and refilling of soil

Intent of specification:

NTPC Lara has its own intercom telephone network which spans NTPC plant and township area. As construction activities are going on in this project, extension of telephone network is also in progress. The intent of this contract is to have system in place for overall management of activities pertaining to entire infrastructure including exchange room equipment's, MDFs, JBs, telephone cables laid and end point instruments.

Activities include to attend day to day telephone complaints to ensure smooth communication facilities and to take up other line works like making the line through from exchange MDF to subscriber premises including maintenance of MDFs.

This contract also includes maintenance of Telephone cables laid in field, work on JB and MDF, maintenance work at user end, and all other activities related to and essential for intercom telephone system etc.

Scope of works:

Management of telephone network at NTPC Lara. This involves all activities pertaining to this intent. Some of activities are as given below-

* Maintenance of the telephone system, cables, wires, cable joints, to provide new connections, general maintenance work etc. at NTPC Lara plant and township area and other works as given in this document.

* The work/ services to be carried out under this contract shall confirm to the detailed scope of work as given and as per the instruction of Engineer In Charge

* The details of activities are indicated below. The methods and procedures will be followed as per standard telecom practices and as per the instruction of Engineer In Charge. The decision of E-I-C shall be final and binding. The vendor has to deploy 1 highly skilled Supervisor and 7 skilled Technicians to carry out the work and attend the complaints expeditiously.

*** Materials to be provided by Vendor have been mentioned in this document. All other materials, if required, are in the scope of NTPC.**

* The scope of work includes:

1. Telephone complaint handling.
2. Connection for new telephones in township and plant area.
3. Removing/ shifting telephone connections.
4. Jointing various telephone Cables. The jointing shall be done with the help of jointing kits for all types of cables laid for intercom network or directly in case of non-availability of jointing kits or as per situation.
5. Laying of casing & capping/ PVC conduit for housekeeping of telephone connections as required & as decided by EIC. NTPC shall provide required casing capping, conduit, bends, screw and rawl grip only. No extra payment shall be done to vendor for casing capping work.
6. As per instructions of EIC the vendor has to arrange to dress up telephone cables through casing & capping or conduit.
7. Laying of cables for small distance, fixing of clamps and pulling cables over available structure.

8. Wherever required the vendor shall arrange to deploy its manpower for digging trenches, cutting earth for the purpose of maintenance of telephone network.
9. The scope of work also includes inspection of battery banks, Earth pits for EPABX & Maintenance of earth pit with periodic saline treatment as per directives of EIC.
10. Replacement of defective telephones cables / wires running through concealed conduits & connectors if any.
11. The vendor should ensure proper housekeeping of telephone network such as cable dressing & termination in MDF & Junction Boxes.
12. Cleaning and general housekeeping of telephone exchange and telephone instruments.
13. Attending/ checking minor complaints of BSNL service/ connections as per the direction of EIC.
14. Keeping record of MDF, JB and cables.
15. Normal cleaning, maintenance, repair (minor troubleshooting of faults) of telephone instruments.
16. Installation of junction boxes and MDF etc. as per requirement. Working on JB and MDF and their maintenance.
15. Miscellaneous works related to Intercom, IT systems and communication systems of Lara plant & township as per site requirement and instruction of Engineer -In-Charge.

Terms and conditions:

(1) For Line Item no.10.10 of BOQ qualified / experienced telephone personnel's having experience of doing job of telephone technician are to be deployed by the vendor. Manpower deployment shall be as given below: -

- (i) Highly skilled Supervisor - 1 no.
- (ii) Skilled technicians - 7 nos.

Contractor must mobilize full strength of work force and must maintain it during the entire period of contract.

(2) Supervisors should have at least three years of experience in telephone-related indoor and outdoor work as well as basic knowledge of computers. Indoor work involves record keeping of all JBs and MDF as well as checking batteries and resistance of earth pits. Skilled technicians should have work experience of at least three years in the field of telephone network maintenance.

(3) All manpower deployed should be capable of doing all telephone and network related jobs such as cable jointing, fixing jointing kit, casing capping, maintenance of cables, maintenance of JB/ MDF and troubleshooting minor defects pertaining to telephone instruments etc.

The contractor must produce evidence of related qualification/ experience. EIC will verify the competence level of the workforce before accepting them for work. EIC can also do verbal interview before accepting any manpower in this regard decision of EIC is final.

(4) Supervisor shall be deployed in General shift normally- Monday to Saturday. Technicians shall normally be deployed in General shift (9AM to 6 PM with lunch break 1PM- 2PM), morning shift (6AM to 2PM) and evening shift (2PM to 10 PM) Monday to Saturday. On Sundays and other holidays, one number technician shall be deployed in general shift from above mentioned manpower. That technician will be given leave on any one working day on that week to balance total number of duties.

(5) Manpower may be deployed for night shift in in case of urgency in place of their original shift, as per requirement of NTPC for doing the jobs in both plant & township areas. The vendor shall arrange for such changes in deployment in short notice. The shift of Supervisor can also be changed as per requirement. For this reason, 1 room in bachelor accommodation will be provided by NTPC as per rates applicable and availability.

(6) Any fault complaint received in person, by online complaint system or over phone or app is to be registered immediately and action has to be taken to attend the complaint promptly. The closure of complaint is to be recorded with time.

(7) Handling & transportation of the materials and equipment's supplied by NTPC are to be arranged by the vendor with no extra cost to NTPC. This includes deputation of his manpower for shifting of materials from NTPC store, from plant to township and vice versa.

(8) Use of PPE (Personal Protective Equipment's) is a must for deployed manpower. The contractor is solely responsible for this. Safety appliances with ISI mark will be supplied by the contractor to the laborers at vendor's own cost. Safety items are: (a) Helmet (b) safety shoe (c) Safety belt (d) Mask (e) Ear plug etc. Contractor will take all safety precautions considering the place of working and unnatural site conditions. Contractor shall observe all factory rules for the safety of workers. Total responsibility of safety precautions of persons shall lie with the contractor. Treatment, compensation etc, in case of accident, has to be provided by the contractor on his own cost. Also, all labours must be covered with PMJJBY & PMSBY schemes, premium of both these policies must be Bourne by vendor.

(9) The area of intercom network is spread all around the plant, offices & township. Hence necessary conveyance & communication means for the deployed manpower should be provided by vendor to discharge duties effectively. Contractor's representatives must maintain at least two two-wheeler motor vehicles and mobile phones to ensure that complaints are attended quickly. if contractor representatives come without these facilities they will be treated as absent.

(10) Its vendor's responsibility to keep the bikes and mobile phones in running condition. He is responsible for every type of maintenance of bikes and mobile phones.

(11) Vendor should ensure that their employees are having valid security gate passes and insurance during the period of the contract.

(12) If the labour wages rate for highly skilled and skilled labours are modified during the any time of contract period, its responsibility of vendor to bear the payment of workers/ labours in that modified rate. No extra payment shall be done by NTPC to the Vendor for this.

(13) All the benefits for which workers/ labours engaged in this contract are eligible like PF, ESIC, Paid holidays, Annual Leave Payment, Bonus, Retrenchment benefit etc must be given to labours by the vendor (appx. 26.32% of applicable basic wage), No extra payment will be made by NTPC for this.

(14) Line item of EXCAVATION AND REFILLING OF SOIL will be utilized as per the requirement like- excavation of soil to expose the underground cable etc. The vendor must supply separate manpower with digging tools for this. If vendor fails to supply labours and complete desired excavation work within 24 hours of communication by phone

or email, penalty of Rs. 500.00 per day shall be imposed on him. In addition to this, NTPC reserves the right to carry out work at risk and cost of vendor. These amounts shall be deducted from his next RA bill.

(15) If the performance of manpower is not satisfactory, then on request of NTPC, contractor shall depute more experienced manpower. If the contractor still does not respond to complaints of engineer-in-charge, NTPC reserves the right to terminate the contract and to get the work executed by any other agency at the risk & cost of the contractor.

(16) The contractor shall be responsible for all the items handled by his representative during the maintenance. Any loss or damage of spares/equipment due to negligence or otherwise shall be compensated by the contractor.

(17) IT services including intercoms are provided in all areas of plant. Maintenance work may include work at height in situations like jointing work of damaged cable at trestles/ cable trays. In addition to this, as per situation like overhaul etc, IT service may be required in core area of plant like boiler etc. Hence vendor shall deploy medically fit people. Checking medical condition of labours is in scope of vendor.

(18) Duration of contract is of 24 months. Contract period may further be extended by 3 months or less if required by NTPC on same rates, terms and conditions.

(19) Contract may be short closed by NTPC at any point of time with a notice period of one month in advance. The decision of short closure of contract will be solely at the discretion of EIC.

(20) Manpower deployed in this contract shall support and help work in miscellaneous activities during any event like VIP visit, events like Project Meet etc. at NTPC Lara.

(21) To arrange accommodation and food etc. for deployed manpower shall be responsibility of vendor. Bid value should include this. No extra payment shall be done by NTPC to vendor for this.

(22) In case of any odd time working due to any critical work OT payment will be done by the vendor as per prevailing rate of Govt of India.

***All other works required to run telephone network system efficiently are in scope of vendor.**

Penalty:

(1) For every complaint that is not responded to and resolved within one working day without proper reason, the contractor will be penalized at Rs Fifty (Rs 50/-) per day per complaint .

(2) Contractor must mobilize full strength of workforce and maintain it during entire period of contract. One week time will be allowed at the beginning of the contract for the mobilization after that If the total absence of any representative of contractor during contract year is more than 12 days (excluding Sundays & Closed holidays) then the penalty will be imposed at the rate of twice the minimum wage of their (non-deployed manpower) category (highly skilled/ skilled) as notified by govt. during that period. This amount will be deducted in the next RA bill. In case any person is substituted the absence of person will be considered at the time of applying this clause.

(3) Vendor has to give salary to all the workers by the last working day of the month. If vendor don't pay the salary without any proper justification than each day of delay will attract penalty of Rs. 2000 per day limited to Rs 10000 monthly.

Extension of contract period:

Contract period may be extended by 3 months or less if required by NTPC on same rates, terms, and conditions with appropriate variation in BOQ.

Payment terms:

(i) Payment shall be made on a monthly basis on submission of invoice, other essential documents and HR clearance from HR dept (whenever required).

Tools and spares:

- (i) Digital Multimeter - 01 no.
- (ii) Test Phones with Krone plug and Rosette box - 03 sets
- (iii) Hand portable tool kit with set of Screw drivers, wire stripper, Cutter, Nose Pliers, Krone Insertion tool - 03 sets
- (iv) Multifunctional Long Range LED Torch Light with rechargeable battery - 02 no.
- (v) Hammer, Hacksaw blade with clamp, Chisel, cleaning brush etc. - 02 set
- (vi) Earth cutting and filling tools (shovel, pickaxe) - 01 each
- (vii) Good quality bag to keep tool kit etc. - 03 nos.
- (ix) Gas Blow Lamp – 01 No.
- (x)TSF-1 Telephone Cable Jointing Kit – 15 No.
- (xi)TSF-2 Telephone Cable Jointing Kit- 10 No.
- (xii) Metal Sheet Cutter – 2 No.

All items must be submitted Before processing of first RA Bill.

NTPC LIMITED
(A Government of India Enterprise)



SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)
FOR O&M WORKS

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

Further, clauses mentioned herein with respect to Section-II, Instructions to Bidders shall supplement/amend the Instructions to Bidders (ITB), Section-II

NAME OF PACKAGE: BMC of telephone network at Plant and township of NTPC Lara.

Bidding for the package is open to bidders from within the Employer's country only, subject to fulfilment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".

S. No.	Clause Ref, in any	Special Conditions
1.	EMPLOYER	<p>Name and address of Employer: 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.: 0771-2515279/0771-2515212</p> <p>Registered Office Address: "NTPC Bhawan" Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India</p> <p>Name of the Project :</p> <p>NTPC Lara, Village - Chhapora, Tehsil - Pussore, Distt - Raigarh (CG) - 496440</p>
2.	JOINT VENTURE/ CONSORTIUM	Not Applicable
3.	Documents in support of meeting Qualifying Requirements (ITB Clause 5.4)	<p>Replace the existing clause with the following</p> <p>Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.</p> <p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. Orders/Purchase Orders/Letter of Awards/Contract Agreement pertain to the work executed by Bidder for NTPC or Subsidiary / JV</p>

NIT / TENDER ENQUIRY NO.:

SECTION-IV (SCC)

Page 1 of 27

S. No.	Clause Ref, in any	Special Conditions
		<p>companies of NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p><i>Bidders shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</i></p> <p><i>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</i></p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix A to Attachment-3 (Undertaking from Statutory Auditor) and/ or Appendix B to Attachment-3 (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p><i>In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (https://ntpctender.ntpc.co.in/) under “Policy for Document Authentication Process in Tenders of NTPC Ltd” tab of Policy Docs. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.</i></p> <p><i>The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:</i></p> <p>https://nabcb.qci.org.in/inspection-body/</p> <p><i>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection</i></p> <p><i>The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory</i></p>

S. No.	Clause Ref, in any	Special Conditions
		<p><i>Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.</i></p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following General Technical Evaluation (GTE) condition:</p> <p>"Do you certify full compliance on Qualifying Requirements?"</p> <p>Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:</p> <ol style="list-style-type: none"> 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. b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). 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>NOTES:</p> <p>A) In the cases where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.</p> <p>B) If any of the Submitted Reference work executed by Bidder are directly awarded to them by NTPC or Subsidiary / JV companies of NTPC; then for those reference works only, Bidder shall not be required to submit Client Certificate (s) or Certificate of authenticity from Independent Statutory Auditor or specified TPIA.</p> <p>C) The undertaking/Certificate of authenticity issued from Independent Statutory Auditor or specified TPIA submitted for any reference work/s in earlier tender/s floated from NTPC; can be submitted by the bidder in the present tender or any future tenders subject to fulfilment of QR criteria as stipulated in NIT. The same would be acceptable subject to conditions mentioned at NOTE at A) above.</p>

S. No.	Clause Ref, in any	Special Conditions
4.	PRE-BID CONFERENCE (ITB clause 7.0)	Pre-Bid Conference: Not Applicable.
5.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p>Attachment-11 Declaration on Local Content- Applicable/ Not Applicable</p> <p>a) Class-I local suppliers' 'Class-I local suppliers and Class-II local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p> <p>Declaration of Local content shall be submitted in the format provided in Tender documents.</p> <p>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.</p>
6.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p>Certificate prior to submission of last bill for payment- Applicable/ Not Applicable</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment. In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p>
7.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p>Attachment-11(A) Declaration for exemption from meeting the Minimum Local Content- Applicable/ Not Applicable</p>
8.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	<p>Add new Attachment/Clause</p> <p>Attachment 12 Integrity Pact – Applicable/ Not Applicable</p> <p><i>It shall be deemed that bid submitted by the bidder is unconditionally accepted with following attribute as mentioned in attachment 13 in ATC:</i></p> <p>“Do you Commit to all the provisions of the Integrity Pact?”</p>

S. No.	Clause Ref, in any	Special Conditions		
		<p>On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.</p>		
9.	<p>DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))</p>	<p>Add new Attachment/Clause Attachment No 12A: Details of Foreign Principals of Indian Bidders -NOT APPLICABLE</p>		
10.	<p>DOCUMENTS COMPRISING THE BID (ITB clause 11.0)</p>	<p>Attachment</p>	<p>Applicable (YES/NO)</p>	<p>Mode of Submission (Physical/Online/ Both)</p>
		Attachment 1: Bid Security	YES	<p>In the Form of EMD BG/ISB/Udyam (As applicable). (i) To be uploaded online on GeM Portal along with Bid (ii) Original Hard copy of EMD BG to be sent in sealed envelope to CPG-1</p>
		Attachment 2: Authority to Sign the bid	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 3: Bidder's Qualifications	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 4: Subcontractors Proposed by the Bidder	NO	-----
		Attachment 5: Equipment/ Machinery deployment Schedule	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 6: General Declaration of Bidder	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	YES	To be uploaded online on GeM Portal along

S. No.	Clause Ref, in any	Special Conditions		
				with Techno Commercial offer
		Attachment 9: Declaration Regarding GST	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 10: Technical Compliance	NO	-----
		Attachment 11: Declaration of Local Content	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 12: Integrity Pact	NO	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 12A: Details of Foreign Principals of Indian Bidders	NO	To be uploaded online on GeM Portal along with Techno Commercial offer
		'NIL' Deviations Certificate (Attachment-13) Declaration on Debarment Policy (Attachment-13)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Declaration on Qualifying Requirements (Attachment-13)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Declaration on Safety Policy (Attachment-13)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Declaration on Fraud Prevention Policy (Attachment-13)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Declaration on Local Content (Attachment-13)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 3L: Declaration regarding insolvency, bankruptcy and Liquidation.	YES	To be declared on agency's letter head
		Price Bid	YES	All inclusive amount is to be quoted on GeM
11.	CURRENCY (ITB Sub-Clause 12.2)	Indian Rupee		

S. No.	Clause Ref, in any	Special Conditions
12.	BID PRICE AND PRICE BASIS (Reference ITB Clause 12.3)	Amount linked to Safety Aspects/ compliance to Safety Rules- Applicable Minimum percentage: Y= 2%
13.	BID VALIDITY (ITB Sub-clause 13.1)	120 days
14.	BID SECURITY/ GUARANTEE/EARNEST MONEY (ITB Clause 14.0)	<p>Replace the existing clause with the following</p> <p>14.0 Bid Security</p> <p>14.1 Bid security shall be in the form of EMD BG/ISB to be uploaded along with Techno Commercial offer for the value as per GeM Bid. Hard copy of Original EMD BG shall reach CPG-1, RAIPUR within 5 (Five) working days from the Techno Commercial BOD.</p> <p>14.2 The format of the Bank Guarantee shall be in accordance with the form of bank guarantee towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.</p> <p>14.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.</p> <p>14.4 Any bid not accompanied by an acceptable bid security (in the form of EMD BG) in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be processed further.</p> <p>14.5 BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by NTPC.</p> <p>14.6 Subject to clause 14.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.</p> <p>14.7 The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract</p>

S. No.	Clause Ref, in any	Special Conditions																		
		<p>Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB.</p> <p>14.8 The Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction.</p> <p>c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;</p> <p>d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.</p> <p>e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>(f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).</p> <p>(g) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider.</p> <p>14.9 CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1" data-bbox="544 1289 1481 1646"> <tbody> <tr> <td data-bbox="544 1289 646 1331">i</td> <td data-bbox="646 1289 911 1331">Bank Name</td> <td data-bbox="911 1289 1481 1331">ICICI BANK LIMITED</td> </tr> <tr> <td data-bbox="544 1331 646 1394">ii</td> <td data-bbox="646 1331 911 1394">Branch</td> <td data-bbox="911 1331 1481 1394">9A, Phelps, Connaught Place, New Delhi-110001</td> </tr> <tr> <td data-bbox="544 1394 646 1436">iii</td> <td data-bbox="646 1394 911 1436">IFSC Code</td> <td data-bbox="911 1394 1481 1436">ICIC0000007</td> </tr> <tr> <td data-bbox="544 1436 646 1499">iv</td> <td data-bbox="646 1436 911 1499">BG Advising Message</td> <td data-bbox="911 1436 1481 1499">IFN 760COV/ IFN 767COV via SFMS</td> </tr> <tr> <td data-bbox="544 1499 646 1541">v</td> <td data-bbox="646 1499 911 1541">Field Number</td> <td data-bbox="911 1499 1481 1541">7037</td> </tr> <tr> <td data-bbox="544 1541 646 1646">vi</td> <td data-bbox="646 1541 911 1646">Particulars (to be mentioned in Row 1)</td> <td data-bbox="911 1541 1481 1646">NTPCBG</td> </tr> </tbody> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers.</p> <p>14.10 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p>	i	Bank Name	ICICI BANK LIMITED	ii	Branch	9A, Phelps, Connaught Place, New Delhi-110001	iii	IFSC Code	ICIC0000007	iv	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS	v	Field Number	7037	vi	Particulars (to be mentioned in Row 1)	NTPCBG
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S. No.	Clause Ref, in any	Special Conditions																		
		<p>14.11 In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 14.12 below:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -</p> <p>a) The scanned copy of the BG.</p> <p>b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.</p> <p>c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-III to SCC.</p> <p>SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents.</p> <p>(ii) Bidders shall also be required to upload the scanned copy of the BG on e-tendering portal.</p> <p>14.12 The bidder shall be required to submit all the documents in the manner as specified at para 14.11 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p>																		
15.	CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1" data-bbox="544 1402 1481 1759"> <tbody> <tr> <td data-bbox="544 1402 646 1444">i</td> <td data-bbox="646 1402 911 1444">Bank Name</td> <td data-bbox="911 1402 1481 1444">ICICI BANK LIMITED</td> </tr> <tr> <td data-bbox="544 1444 646 1507">ii</td> <td data-bbox="646 1444 911 1507">Branch</td> <td data-bbox="911 1444 1481 1507">9A, Phelps, Connaught Place, New Delhi-110001</td> </tr> <tr> <td data-bbox="544 1507 646 1549">iii</td> <td data-bbox="646 1507 911 1549">IFSC Code</td> <td data-bbox="911 1507 1481 1549">ICIC0000007</td> </tr> <tr> <td data-bbox="544 1549 646 1612">iv</td> <td data-bbox="646 1549 911 1612">BG Advising Message</td> <td data-bbox="911 1549 1481 1612">IFN 760COV/ IFN 767COV via SFMS</td> </tr> <tr> <td data-bbox="544 1612 646 1654">v</td> <td data-bbox="646 1612 911 1654">Field Number</td> <td data-bbox="911 1612 1481 1654">7037</td> </tr> <tr> <td data-bbox="544 1654 646 1759">vi</td> <td data-bbox="646 1654 911 1759">Particulars (to be mentioned in Row 1)</td> <td data-bbox="911 1654 1481 1759">NTPCBG</td> </tr> </tbody> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers.</p>	i	Bank Name	ICICI BANK LIMITED	ii	Branch	9A, Phelps, Connaught Place, New Delhi-110001	iii	IFSC Code	ICIC0000007	iv	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS	v	Field Number	7037	vi	Particulars (to be mentioned in Row 1)	NTPCBG
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S. No.	Clause Ref, in any	Special Conditions
16.	WORK SCHEDULE (ITB Clause 15.0)	<p>Period contract: 24 Months</p> <p>The contract period may be extended for additional 03 (Three) months, under same terms and conditions, as per requirement of NTPC. EIC reserves the right to foreclose the contract before completion of extended time period.</p> <p>Further, elaborated in SOW / Technical Specification.</p>
17.	SEALING AND MARKING OF BID (ITB Cl. 16.1)	NA
18.	BID SUBMISSION (ITB Cl.17.0 (A) (I))	On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.
19.	BID SUBMISSION (ITB Cl.17.0 (A)(II) (ii))	On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.
20.	SUBMISSION OF BID (ITB Clause 17 (A))	On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.
21.	ADDRESS FOR CORRESPONDENCE (ITB clause 17)	<p>DGM/AGM (CPG1/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.: 9910072561 / 9425815891 Email: pramodkumar04@ntpc.co.in / rhshankarrao@ntpc.co.in.</p>
22.	LATE EARNEST MONEY DEPOSIT. (ITB Cl.19.0)	Original, hard copy of EMD BG will have to be submitted directly to the Buyer within 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.
23.	LOCATION OF BID OPENING (ITB clause 21.0)	C&M Department 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.: 0771-2515303/0771-2515240
24.	EVALUATION CRITERIA (ITB clause 23.1.4)	<p>Add the ITB Clause 23.3.1 'EVALUATION AND COMPARISON OF BIDS':</p> <p>1. Quantity: Splitable / Not splitable.</p> <p>2. Evaluation: Lump sum or item wise.</p>

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		<p>3. The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties and GST) on lumpsum basis on GeM portal.</p> <p>Quantity Mentioned "1" in Gem Bid represents Lumpsum-price {i.e. {(Quantity x Unit Rate) + Quoted GST}.</p> <p>4. The Bidder shall indicate the GST rate as applicable seven (7) days prior to last date of Bid Submission in Attachment-9. The GST rate mentioned in the Attachment-9 shall be used only for arriving basic Contract price (exclusive of GST) at the time of award.</p> <p>5. Treatment of Tie condition (with respect to Evaluated Price): As per GeM GTC.</p>																																				
25.	EVALUATION CRITERIA (ITB clause 23)	As per tender Conditions																																				
26.	ABNORMALLY LOW RATED ITEMS (ITB clause 23.5)	<p>Replace the existing clause with the following:</p> <p>ABNORMALLY LOW RATED ITEMS</p> <ul style="list-style-type: none"> ➤ If the rates/prices quoted by the successful Bidder for certain items of the Bill of Quantities are found to be having a variation of more than (-)10% in relation to Employer's estimate of the cost of work, then such items of work shall be identified as "Abnormally Low Rate (ALR)". ➤ After evaluation of the rates/ prices analysis, Employer/ NTPC may require the successful Bidder to provide a suitable Undertaking to execute the items of work - ALR items and complete the entire work complying to statutory requirements under the contract. ➤ Further, successful Bidder will be required to furnish Additional Bank Guarantee (BG) against all ALR Items on cumulative basis, as illustrated below: <table border="1" data-bbox="545 1394 1477 1843"> <thead> <tr> <th>BOQ No. (on which Premium / Discount is quoted)</th> <th>Total Amount of Employer's Cost Estimate (Rs)</th> <th>Premium / Discount quoted by Successful Bidder (%)</th> <th>Total Amount quoted by Bidder (Rs)</th> <th>Whether ALR Item (ALR/ No)</th> <th>Differential Amount for ALR Items (Rs)</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F=(D-B)</th> </tr> </thead> <tbody> <tr> <td colspan="6">Illustrated Example-1</td> </tr> <tr> <td>10</td> <td>1000/-</td> <td>(-)10%</td> <td>900/-</td> <td>No</td> <td>Nil</td> </tr> <tr> <td>20</td> <td>2000/-</td> <td>(-)9.9%</td> <td>1880/-</td> <td>No</td> <td>Nil</td> </tr> <tr> <td colspan="5">Cumulative Differential Amount (F)</td> <td>Nil</td> </tr> </tbody> </table>	BOQ No. (on which Premium / Discount is quoted)	Total Amount of Employer's Cost Estimate (Rs)	Premium / Discount quoted by Successful Bidder (%)	Total Amount quoted by Bidder (Rs)	Whether ALR Item (ALR/ No)	Differential Amount for ALR Items (Rs)	A	B	C	D	E	F=(D-B)	Illustrated Example-1						10	1000/-	(-)10%	900/-	No	Nil	20	2000/-	(-)9.9%	1880/-	No	Nil	Cumulative Differential Amount (F)					Nil
BOQ No. (on which Premium / Discount is quoted)	Total Amount of Employer's Cost Estimate (Rs)	Premium / Discount quoted by Successful Bidder (%)	Total Amount quoted by Bidder (Rs)	Whether ALR Item (ALR/ No)	Differential Amount for ALR Items (Rs)																																	
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Cumulative Differential Amount (F)					Nil																																	

S. No.	Clause Ref, in any	Special Conditions																																				
		<table border="1" data-bbox="544 247 1479 443"> <tr> <td colspan="5" data-bbox="544 247 1323 279">Amount of Additional BG</td> <td data-bbox="1323 247 1479 279">Nil</td> </tr> <tr> <td colspan="6" data-bbox="544 279 1479 310">Illustrated Example-2</td> </tr> <tr> <td data-bbox="544 310 695 342">10</td> <td data-bbox="695 310 846 342">1000/-</td> <td data-bbox="846 310 997 342">(-)11%</td> <td data-bbox="997 310 1148 342">890/-</td> <td data-bbox="1148 310 1299 342">ALR</td> <td data-bbox="1299 310 1479 342">110/-</td> </tr> <tr> <td data-bbox="544 342 695 373">20</td> <td data-bbox="695 342 846 373">2000/-</td> <td data-bbox="846 342 997 373">(-)15%</td> <td data-bbox="997 342 1148 373">1700/-</td> <td data-bbox="1148 342 1299 373">ALR</td> <td data-bbox="1299 342 1479 373">300/-</td> </tr> <tr> <td colspan="5" data-bbox="544 373 1323 405"></td> <td data-bbox="1323 373 1479 405">410/-</td> </tr> <tr> <td colspan="5" data-bbox="544 405 1323 436"></td> <td data-bbox="1323 405 1479 436">102.50</td> </tr> </table> <p data-bbox="589 474 1479 663"> <ul style="list-style-type: none"> ➤ As illustrated above, Bidder shall be required to furnish 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)'. ➤ Additional BG may be reduced on prorata basis upon successful execution of ALR Items on Six Monthly basis. </p>	Amount of Additional BG					Nil	Illustrated Example-2						10	1000/-	(-)11%	890/-	ALR	110/-	20	2000/-	(-)15%	1700/-	ALR	300/-						410/-						102.50
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					102.50																																	
27.	ADHERENCE TO FRAUD PREVENTION POLICY (ITB Cl. 29.0)	<p data-bbox="544 699 1143 730">Replace the existing clause with the following</p> <p data-bbox="544 762 1162 793">ADHERENCE TO FRAUD PREVENTION POLICY</p> <p data-bbox="544 793 1479 951">The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p data-bbox="544 982 1479 1077">A certificate to this effect shall be furnished by the bidder along with his bid, by accepting the GTE condition "Acceptance of Fraud Prevention Policy of NTPC".</p> <p data-bbox="544 1108 1479 1234">If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit.</p> <p data-bbox="544 1266 1479 1388">In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.</p>																																				
28.	BENEFITS TO MSES (ITB Clause 31.0)	<p data-bbox="544 1409 1094 1440">MSE Benefits :-Applicable / Not applicable</p> <p data-bbox="544 1451 1024 1482">Splitting:- Applicable/ Not Applicable</p> <p data-bbox="544 1535 1479 1598">Bidders may ascertain their eligibility for availing benefits as per Public Procurement Policy (PPP) 2012 before submission of Bids.</p> <p data-bbox="544 1629 1479 1831">In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.</p>																																				

S. No.	Clause Ref, in any	Special Conditions
		<p>MSEs shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>The benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p> <p>MSEs seeking exemption and benefits should enclose UDYAM certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>(A) In case of tenders where splitting of quantity is not possible:-</p> <p>(I) Participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <p>a) Award shall be given to L1 bidder if L1 bidder is a MSE.</p> <p>b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity, as per provision of GeM, in order of their ranking (starting with the lowest quoted MSE bidder and so on), to bring down its price to match with L1 bidder.</p> <p>Award Preference to MSEs shall be given as follows subject to matching of L1 Price:</p> <ol style="list-style-type: none"> i. First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE. ii. Second preference to SC/ST -MSE Only iii. Third Preference to Women-MSE only. iv. Others MSEs.. <p>c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.</p> <p>(II) In case where in a non-splitable tender two or more bidders have quoted the same price, preference shall be given as per follows:</p> <ol style="list-style-type: none"> i. First Preference to SC/ST & Women MSE ii. Second preference to SC/ST-MSE iii. Third Preference to Women-MSE iv. Others <p>(B) Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more</p>

S. No.	Clause Ref, in any	Special Conditions
		<p>than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>Note:</p> <p>1. "In case MSE Benefit/ Purchase Preferences for MSE and/or Class-I local supplier is applicable as per the provisions specified in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted - the Negotiation shall be carried out with L1 Bidder.</p> <p>Further, eligible MSE and/or Class-I local supplier as per the provisions specified in the Bidding documents with respect to MSE Benefit/ Purchase Preferences shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation)."</p>
29.	<p>PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS (ITB Clause 32.0)</p>	<p>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers</p> <p>Applicable / Not Applicable.</p> <p>32.1 Class-I local suppliers'/'Class-I local suppliers and Class-II local suppliers" only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p> <p style="text-align: center;">OR</p> <p>Bids from 'Class-I local suppliers' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT shall be eligible for purchase preference. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p> <p>32.2 Procedure for order preference, MSE guidelines mentioned at Clause 31.0 of ITB read in conjunction with clause 32.0 of ITB "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in Annexure-I (Rev 1.0) to SCC shall be applicable.</p> <p>Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non-Local Supplier shall be out rightly rejected.</p> <p>The Class-I local suppliers shall be required to accept the following condition through undertaking as per Attachment-14 for submission of bid.</p>

S. No.	Clause Ref, in any	Special Conditions	
		<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</p> <p>(i) The Bidder fulfill the requirements of local content for Class-I Local Supplier and all provisions specified in Annexure-I (Rev 1.0) to SCC</p> <p>(ii) Presently, the Bidder is not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).</p> <p>Bidders may note that in case they do not accept the above condition, their bids shall not be considered and shall be rejected.</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p>	
30.	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA (ITB Clause 33.0)	As per Seller Undertaking on GeM Portal.	
31.	CORRUPT OR FRAUDULENT PRACTICES (ITB Clause 34.0)	<p>Add new ITB Clause “Corrupt or Fraudulent Practices”, as under:</p> <p>34.1 Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement/tendering and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows :</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract</p>	
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S. No.	Clause Ref, in any	Special Conditions
		<p>execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
32.	LAWS GOVERNING THE CONTRACT (GCC Clause 7.0)	The courts at Raipur shall have jurisdiction in all matters.
33.	ENGINEER-IN-CHARGE (GCC Clause 8) GCC Sub-Clause 8.1)	For the purpose of the sub-clause entitled Engineer-In-Charge/ Officer-In-Charge under clause "Settlement of Disputes" appearing in the GCC, the Head of Project/Station/Region shall act as Engineer-In-Charge/ Officer-In-Charge.
34.	SETTLEMENT OF DISPUTES (GCC Clause 8) GCC Sub-Clause 8.3.3.3	The place of arbitration shall be Delhi .
35.	GCC Clause 8.2	Not Applicable in this tender <i>(Applicable only for Corporate packages of Hydro Projects)</i>
36.	GCC Clause 8.3	Applicable in this tender <i>(Applicable only for tenders having Integrity Pact provisions)</i>
37.	GCC 8.2.I.	Not Applicable in this tender <i>(Applicable only for Corporate packages of Hydro Projects)</i>
38.	GCC 8.2.II.(iii)	Not Applicable in this tender <i>(Applicable only for Corporate packages of Hydro Projects)</i>

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S. No.	Clause Ref, in any	Special Conditions
39.	GCC 8.2.III	Not Applicable in this tender <i>(Applicable only for Corporate packages of Hydro Projects)</i>
40.	GCC 8.3	Applicable in this tender <i>(Applicable only for tenders having Integrity Pact provisions)</i>
41.	GCC 8.4.2.2	(Conciliation Committees of Independent Experts) <i>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-V.</i>
42.	HUMAN RESOURCES (GCC Clause 11.1)	As per SOW / Technical Specifications.
43.	SECURITY DEPOSIT/CPBG GCC Cl. 19.0	<p>(a) Security Deposit/ CPBG Amount shall be 5% of the Contract Value except for all MSE-SC-ST or MSE-Women vendors.</p> <p>(b) Security Deposit/ CPBG Amount shall be 2.5% of the Contract Value for all MSE-SC-ST or MSE-Women vendors.</p> <p>Add following clauses:</p> <p>19.1.7 All BGs except BG issued by a Bank outside India and all Insurance Surety Bond except those issued by Indian Insurance company outside India, shall be received from issuing Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:</p> <p>Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008</p> <p>A BG issued by a Bank outside India and Insurance Surety Bond issued by Indian Insurance company outside India needs to be submitted by the Bidder directly to the employer as defined in SCC. The BG/Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG/Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>19.1.8 A soft copy of the BG/Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.</p> <p>19.1.9 Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p>

S. No.	Clause Ref, in any	Special Conditions
		<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) 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</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p> <p>19.1.10 All Bank Guarantees /Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>19.1.11 Extension of all BGs/Insurance Surety Bond should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.</p> <p>Note: The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached in the bidding documents.</p>
44.	<p>PAYMENT SCHEDULE</p> <p>GCC Sub-Clause 20.1</p>	<p>Unless otherwise specified in SOW / Technical Specification, it shall be as per GCC.</p> <p>Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs)</p> <p>"Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers.</p> <p>The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.</p>

S. No.	Clause Ref, in any	Special Conditions
	GCC Sub-Clause 20.4.3	<p>Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.</p> <p>For queries/ details, the vendor may directly contact M1xchange or RXIL at:-</p> <p>(i) M1XCHANGE:- URL: https://m1xchange.com Toll free No.: 1800-103-7261</p> <p>(ii) RXIL:- URL: https://www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311”</p> <p>20.4.3 The Employer has established a Vendor Payment Portal where Contractor shall submit their digital Bill/Invoice and may track its status. The Contractor’s bill, supported with measurements, as mentioned in clause 20.4 above, shall be digitally signed with Class-2/3 Digital Signature and shall be submitted by the Contractor in Employer’s Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.</p>
45.	PRICE BASIS (GCC clause 21)	As per SOW
46.	TIME FOR COMPLETION (GCC Sub-Clause 25.2)	<p>Period contract: 24 Months, The Contract may be extended at the discretion of NTPC for a further period of 03 months at same rate, terms & conditions in case of exigency of work.</p> <p>As specified in SOW / Technical Specification.</p>
47.	METHODOLOGY OF EXECUTION & EQUIPMENT MOBILISATION (GCC Clause 28) GCC Sub-Clause 28.3	Unless otherwise specified in SOW / Technical Specification, it shall be as per GCC.

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S. No.	Clause Ref, in any	Special Conditions
48.	MATERIALS FOR THE PERFORMANCE OF THE CONTRACT (GCC Clause 30) GC Clause 30(b) (i)	The following materials shall be issued by the Employer free of cost for incorporation in the Works as per the terms and conditions detailed in the Technical Specifications: <hr/> S. No. Material <hr/> 1. 2 As specified in SOW / Technical Specification. 3 ----- -----
49.	TOTAL VALUE OF OWNER ISSUE MATERIAL (GCC Clause 30) GCC Sub-Clause 30(b)(i)	The value of owner issue Material is <i>as specified in SOW/ Technical Specification, if any.</i>
50.	POWER & WATER SUPPLY AND BOARDING AND LODGING OF EMPLOYEES/ LABOUR / STAFF (GCC Clause 37) GCC Sub-Clause 37.2.1	Unless otherwise specified in SOW / Technical Specification, it shall be as per GCC.
51.	SAFETY EQUIPMENT	Details Safety equipments & safety Personal Protective Equipment as required for execution of work shall be as per SOW / Technical Specification.
52.	DEFECTS LIABILITY PERIOD (GCC Clause 41)	Unless otherwise specified in SOW / Technical Specification, it shall be as NIL
53.	EMPLOYER'S AND CONTRACTOR'S RISKS AND INSURANCE (GCC Clause 42)	Insurance Cover: Amounts and Deductibles: ----- ----- Insurance Amount insured Deductible Conditions ----- -----

S. No.	Clause Ref, in any	Special Conditions
	GCC Sub-Clause 42.5.2	----- Minimum as per policy----- The contractor shall necessarily take Workmen Compensation Policy and Third Liability Policy.
	THIRD PARTY INSURANCE POLICY GCC Sub-Clause 42.5.4	Total/Aggregate amount during the currency of the Contract: Rs. 50.00 Lakhs or '110% of Contract Value (Excluding GST)' whichever is lower. For any one occurrence: 50% of Total Aggregate Amount
54.	CONTRACT CATEGORY GCC Sub-Clause 45.2	OTHER THAN OVERHAULING
55.	Liquidated Damages GCC clause-25.5.1	Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
56.	ITB Clause 4.0	i. Bidder is advised to visit, inspect and examine the site(s) where the works are to be executed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The costs of visiting the site shall be borne by the bidder fully.
57.		ii. Local Conditions: a) It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents & specifications and to take the same into account while submitting his bid. b) Successful bidder shall make all effort and cooperate with the EIC in maintaining cordial, harmonious and conducive environment and

S. No.	Clause Ref, in any	Special Conditions
		<p>industrial relations with respect to and connected to this work, so that smooth and effective execution of the work is achieved.</p> <p>c) Keeping the above in view, the bidder shall do required liasoning with local authorities and / or community(ies), so that uninterrupted services are delivered.</p> <p>d) While engaging manpower and services for the job or while undertaking further assigning / subletting (if permitted), the bidder shall take the EIC and site management into confidence and act as per their overall guidance.</p> <p>e) While compliance unto these clauses is mandatory, it shall be understood that the overall responsibility for smooth and successful execution of the work in all its aspects shall lie with the bidder only and he has to act in close coordination with the EIC for the same. Noncompliance with these clauses may be deemed as breach of Contract and may invite contractual actions as deemed fit.</p>
58.	GCC Clause 1 Definitions	<p>Add sub clause (u) under GCC Clause-1 “ Definitions” as below:</p> <p>(u) “Sub-contractor from a country which shares a land border with India” means;</p> <ol style="list-style-type: none"> 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>(u1) The beneficial owner for the purpose of clause “u” above will be as under;</p> <p>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation</p> <ol style="list-style-type: none"> i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue

S. No.	Clause Ref, in any	Special Conditions
		<p>of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>(u2) An Agent for the purpose of clause “(u)” is a person employed to do any act for another, or to represent another in dealings with third person:</p> <p>[Note:</p> <p>i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p>
59.	GCC Clause 26 Sub Contracts	<p>Added a new Clause 26.3 under GCC clause regarding “Sub Contracts” as under:</p> <p>26.3 The Contractor shall not be allowed to sub-contract works to any sub contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of GCC/SCC.</p> <p>However, the said requirement of registration will not apply to sub contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself</p>

S. No.	Clause Ref, in any	Special Conditions
		<p>of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Procurement of raw material, components, etc. does not constitute sub-contracting.</p>
60.	GCC Clause 47.3 Termination for Contractor's Default	<p>Added a new sub Clause under GCC clause 47.3.1 as below:</p> <p>(j) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 26.3.</p>
61.	GCC Clause 51.0	<p>Replace GCC Clause 51.0 "Withholding/Banning" as under:</p> <p>51.0 Debarment</p> <p>The Employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be debarred with the Contractor on account of any Default by the Contractor under GCC Clause 47.3.1 & 47.3.2 or any of the grounds as detailed in the said Debarment Policy.</p> <p>The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4.</p> <p>All references to the "Policy for Withholding & Banning of Business Dealings" appearing anywhere in the Standard Bidding Documents shall be read as "Policy for Debarment from Business Dealings".</p>
62.	New Clause 58.0 in GCC	<p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall strictly adhere to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy displayed on website https://ntpctender.ntpc.co.in/ under section 'policy docs'.</p> <p>The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.</p>
63.	ITB Clause 3.0	<p>3.0 Conflict of Interest</p> <p>3.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests.</p> <p>A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a.) they directly or indirectly control, or are controlled by or are under common control of another entity; or</p> <p>b.) they have the same legal representative/agent for purposes of their bids; or</p>

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S. No.	Clause Ref, in any	Special Conditions
		<p>c.) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>d.) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</p> <p>e.) Bidder participates in more than one bid in this bidding process.</p> <p>f.) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:</p> <p>(i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</p> <p>(ii) Indian/foreign agent on behalf of only one principal.</p> <p>For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.</p> <p>3.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e- Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of above GTE 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.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.</p>
64.	Add New Clause to ITB	<p>"Declaration regarding insolvency, bankruptcy and Liquidation</p> <p>The Bidder shall not be eligible for bidding, if the Bidder has become the subject of proceedings under any bankruptcy or insolvency laws either by way of voluntary insolvency initiation or upon a judicial order being passed to that effect, thereby admitting the Bidder to Corporate Insolvency Resolution Process (CIRP) or Liquidation proceedings under Insolvency and Bankruptcy Code, 2016 or has a receiver appointed over its properties under any law for the time being in force in</p>

S. No.	Clause Ref, in any	Special Conditions
		<p>accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.</p> <p>The aforesaid ineligibility provision owing to the pendency of CIRP, Liquidation, appointed receiver shall also be applicable to any Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary company from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid.</p> <p>In case of a Foreign Company who is participating either as a Bidder or an Associate, Collaborator, Technology Provider which is undergoing insolvency, bankruptcy or liquidation proceedings, as per the extant laws of the respective jurisdiction, shall also not be eligible for bidding or associating or collaborating or providing Technology or partnership with the Bidder.</p> <p>If, at the time of bid submission, any Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take technical and/or financial support for qualification in the bid, was not undergoing CIRP , Liquidation, Bankruptcy or similar proceedings but subsequently during the period of evaluation of bids, including but not limited to technical, commercial and financial evaluation, or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC, 2016 or any similar proceedings have started by any Judicial / Quasi-Judicial Body, the Bidder shall, with immediate effect, be considered as ineligible and his bid shall be rejected forthwith.</p> <p>An undertaking as per enclosed Proforma (Attachment-3L of Techno-commercial bid form, Section-VII) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its Techno- Commercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.</p> <p>Further, the Bidder, from the submission of bid until the award of work, shall immediately inform the Employer of any proceedings / admission / orders passed for admitting the Bidder or any of its Associate, Collaborator or Technology Provider or Bidder's Parent/Holding/Subsidiary Company (from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid) to CIRP by the Adjudicating Authority under IBC, 2016 or any similar proceedings under other applicable laws (in cases where IBC, 2016 is not applicable).</p> <p>Any suppression of such material facts or false declaration shall immediately render the Bidder liable for rejection of his bid, forfeiture of bid security/EMD and banning of business dealing as per terms and conditions of the Policy & Procedure for Debarment from Business Dealings.</p> <p>In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained."</p>

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Enclosures to SCC:

1. Annexure-I: Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding
2. Annexure-II: FAQs of Vendor Payment Portal for Vendors
3. Annexure-III: An undertaking from the issuing Bank for BG
4. Annexure-IV: Panel of Experts for appointment as Independent Engineer
5. Annexure-V: Panel of Conciliation Committees of Independent Experts (CCIE)
6. Annexure-VI: List of Banks for BG
7. Annexure-VII: Restrictions under Rule 144(xi) of the General Financial rules GFR 2017
8. Attachment-3L- Declaration regarding insolvency, bankruptcy and Liquidation”

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NIT / TENDER ENQUIRY NO.:

SECTION-IV (SCC)

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Attachment-3L (i)

1. Format for declaration by the Domestic Bidder

“Self-Declaration by the Bidder”

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

Annexure-III to SCC

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

From: xxxbank@xx.in

To: pramodkumar04@ntpc.co.in/rhshankarrao@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.

**2. PROFORMA FOR BID SECURITY DECLARATION IN LIEU EARNEST
MONEY DEPOSIT**

Annexure-II

Form of Bank Guarantee towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Bank Guarantee No.
.....
Date.....
.....

To :

[Employer's Name and Address]

Dear Sirs,

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

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

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

This Guarantee shall be irrevocable and shall remain valid upto.....(@)
.....

If any further extension of this guarantee is required, the same shall be extended
to such required period (not exceeding one year) on receiving instructions from

M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

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

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

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

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

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

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No.

Date.....

To

[Employer's Name and Address]

Dear Sirs,

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

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....

Date.....

- NOTE :
1. (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
 5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

SUBMISSION OF BANK GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANK LIST

A SCHEDULED PUBLIC SECTOR BANKS

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

B SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1 Axis Bank Limited
- 2 Bandhan Bank Limited
- 3 CSB Bank Limited
- 4 City Union Bank Limited
- 5 DCB Bank Limited
- 6 Dhanlaxmi Bank Limited
- 7 Federal Bank Limited
- 8 HDFC Bank Limited
- 9 ICICI Bank Limited
- 10 IndusInd Bank Limited
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Limited
- 13 Karnataka Bank Limited
- 14 Karur Vysya Bank Limited
- 15 Kotak Mahindra Bank Limited
- 16 Nainital Bank Limited
- 17 RBL Bank Limited
- 18 South Indian Bank Limited
- 19 Tamilnad Mercantile Bank Limited
- 20 Yes Bank Limited
- 21 IDBI Bank Limited

C SCHEDULED FOREIGN BANKS

- 1 AB Bank PLC
- 2 American Express Banking Corporation
- 3 Australia & Newzealand Banking Group Limited
- 4 Barclays Bank Plc
- 5 Bank of America
- 6 Bank of Bahrain & Kuwait B.S.C.
- 7 Bank of Ceylon

- 8 Bank of China Limited
- 9 Bank of Nova Scotia
- 10 BNP Paribas
- 11 Citi Bank NA
- 12 Cooperatieve Rabobank U.A./ Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
- 13 Crédit Agricole Corporate and Investment Bank
- 14 CTBC Bank Co Ltd
- 15 DBS Bank India Limited (Subsidiary of DBS Bank Ltd.)
- 16 Deutsche Bank A.G.
- 17 Doha Bank Q.P.S.C
- 18 Emirates NBD Bank P.J.S.C.
- 19 First Abu Dhabi Bank PJSC
- 20 FirstRand Bank Ltd
- 21 Hong Kong and Shanghai Banking Corporation Limited
- 22 Industrial & Commercial Bank of China
- 23 Industrial Bank of Korea
- 24 J.P. Morgan Chase Bank N.A.
- 25 JSC VTB Bank
- 26 KEB Hana Bank
- 27 Kookmin Bank
- 28 Mashreqbank P.S.C.
- 29 Mizuho Bank Ltd
- 30 MUFG Bank, Ltd
- 31 NatWest Markets Plc
- 32 NongHyup Bank
- 33 PT Bank Maybank Indonesia TBK
- 34 Qatar National Bank (Q.P.S.C.)
- 35 Sberbank
- 36 SBM Bank (India) Limited (Subsidiary of SBM Group)
- 37 Shinhan Bank
- 38 Societe Generale
- 39 Sonali Bank PLC
- 40 Standard Chartered Bank
- 41 Sumitomo Mitsui Banking Corporation
- 42 United Overseas Bank Ltd
- 43 UBS AG
- 44 Woori Bank

D

SMALL FINANCE BANKS

- 1 AU Small Finance Bank Limited
- 2 Capital Small Finance Bank Limited
- 3 Equitas Small Finance Bank Limited
- 4 ESAF Small Finance Bank Limited
- 5 Suryoday Small Finance Bank Limited
- 6 Ujjivan Small Finance Bank Limited
- 7 Utkarsh Small Finance Bank Limited
- 8 North East Small Finance Bank Limited
- 9 Jana Small finance Bank Limited
- 10 Shivalik Small Finance Bank Limited
- 11 Unity Small Finance Bank Limited,

4. BANK GUARANTEE VERIFICATION CHECKLIST FOR BID SECURITY

BANK GUARANTEE VERIFICATION CHECK LIST

1. **Bank Guarantee No. & Date** :
2. **Name of Issuing Bank** :
3. **Amount of BG** :
4. **Nature of BG & No. of Pages** :
5. **Validity of BG** :
6. **Vendor Reference** :

Name

Address

Telephone

Fax

Email

7. Bank Reference

Name

Address

Telephone

Fax

Email

Sl. No.	<i>Details of Checks</i>	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3.	In case of BGs from Banks abroad, has the BG been executed on	

	Letter Head of the Bank.	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	
5.	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6.	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents	
7.	Are the factual details such as Bidding Document No./Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	
8.	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal

Annexure-II

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 have been digitally signed by us as a certificate of authenticity.

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

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

Thanking you,

.....

* *Strike off, whichever is not applicable.*

Annexure-I

Undertaking from Independent Statutory Auditor

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

Bid Ref. No:

DATE:

To,
NTPC Ltd.
.....

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

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

Dear Sir,

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

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

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

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

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

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

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.*

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

(CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS)

(To be uploaded online in Technical Cover/Envelope)

To,

NTPC Ltd.,
 CPG-1, USSC Raipur

Dear Sir/s,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

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

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/Clarifications/Addenda/Errata (if any) as mentioned at para 1.0 above, found anywhere in our Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which our bid shall be rejected.

2. We hereby confirm that, we have carefully read the provisions of the following undertakings and accepting the same:

Sl. No.	Undertaking Type	Provisions of Undertaking
1.	General Technical Evaluation (GTE) Conditions	<p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>By accepting above Condition, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important</p>

		<p>provisions:</p> <p>(a) Full compliance on Qualifying Requirements.</p> <p>(b) Fraud Prevention Policy of NTPC.</p> <p>(c) Policy for Debarment from Business Dealings of NTPC.</p> <p>(d) Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"</p> <p>(e) All provisions of the Integrity Pact (if applicable)</p> <p>(f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC</p> <p>(g) Safety policy of NTPC</p> <p>(h) Clause regarding Conflict of Interest</p> <p>Acceptance of above GTE 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.</p>
2.	Declaration on Qualifying Requirements	<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). 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>"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 Tender Documents.</p>
4.	Declaration on Debarment from Business Dealings Policy	<p>"Do you accept Debarment from Business Dealings Policy of NTPC"</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following conditions:</p>

		<p>(1) Bidder has read the contents of Debarment Policy (version mentioned in SCC) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.</p> <p>a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.</p> <p>b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under: that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p>
5.	Declaration on Fraud Prevention Policy	<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.ntpctender.com indicating his compliance to the provisions of ITB Sub-Clause 29.</p>
6.	Declaration on Local Content	<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> <p>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.</p>

7.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	<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>
8.	Declaration on Conflict of Interest	<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.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p>

Date:

Signature.....

Place:

Name of Authorised person

Designation.....

Stamp/ Seal.....

DECLARATION REGARDING GST

Bidder's Name and Address:

To

NTPC Ltd.

.....

Declaration regarding GST

A. Applicable GST

We hereby declare and confirm that we have considered the following GST while quoting the Price in the BOQ:

Sl. No.	Item Description	HSN Code	GST Rate (%)
1.			

Note: During Execution of the Contract applicable GST shall be paid/reimbursed by the Employer on submission of (GSTIN) Invoice.

Date.....

Signature

Place.....

Name.....

Designation.....

Company Seal.....

5. GST IDENTIFICATION NUMBER (GSTIN)

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

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

SIGNATURE

DATE

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(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

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

SIGNATURE

DATE

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AUTHORISED SIGNATORY)

Authorization No. :

Name:

OFFICIAL STAMP