

NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

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

NOTICE INVITING TENDER (NIT)

FOR

Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas upto 50 Km-Reserved for only SC/ST MSE Bidders

(Domestic Competitive Bidding-Open Tender Basis)

GeM Tender Reference: GEM/2026/B/ 8076722

I. NTPC invites on-line bids 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.

II. **Brief Scope of Work:**

The work involves Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas upto 50 Km.

For details refer Section-V Scope of Work.

The detailed scope and description of work covered under this package has been specified in relevant clause of Detailed Technical Specification.

NTPC intends to finance subject Package through Domestic Commercial Borrowings/Own sources.

III. Detailed Specification, Scope of Work and Terms and Conditions are given in the bidding document, which are available for examination at our e-Procurement Portal (<https://gem.gov.in/>) and as per the following schedule:

Source of IFB/NIT	Central Procurement Group-1, Raipur
Mode of Tendering	Category Bidding
Document Download Commencement Date & Time	As per details on the Tendering Portal.
Last date for receipt of queries from bidders (if any)	As per details on the Tendering Portal.
Last Date and Time for Bid submission	As per details on the Tendering Portal. The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be held responsible or liable in any manner for the same.

	Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and time to avoid any inconvenience or risk of non-submission."
Technical Bid Opening Date & Time	As per details on the Tendering Portal.
Price Bid Opening Date & Time	Shall be intimated separately
Bid Security / EMD (INR)	Rs. 10,00,000/- (Ten Lakh only) – To be submitted in the form of Bank guarantee/Insurance Surety Bond (in NTPC format) only. Further, Bidders are exempted from furnishing Bid Security/EMD as per GeM GTC. Bidders may ascertain their eligibility for availing Bid Security / EMD exemption as per GeM GTC before submission of Bids. Bidders shall have to upload scanned copy of relevant valid documents in place of Bid Security document for EMD exemption / Insurance Surety Bond should reach before the Bid opening date and time at the address provided below (where applicable).
Benefit to MSME	Applicable. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids and apply in GEM Portal accordingly without applying in GEM appropriately, MSE benefit may not be availed.
Mandatory Certificates to be furnished by Bidders	All prospective bidders must visit the NTPC Sites to familiarize themselves with the nature and quantum of work and loading site conditions and they have to mandatory submit the "Site Visit Undertaking" signed by Authorized Representative of Agency along with their bid on GEM portal. Bidders are responsible for their own travel and other expenses related to this visit and no claims for additional costs or extensions of time will be entertained by NTPC. Any false or misleading or fraudulent submission of this certificate shall be dealt with as per terms and conditions of tender documents.
Contract Period	TWELVE (12) months

Pre-Bid Conference Date & Time (if any)	Not Applicable
Type of Bidding	Lumpsum Basis. Bidder has to quote the total package cost inclusive of GST.
Reverse Auction	Not Applicable
Integrity Pact	Applicable
Splitting of Quantity	Applicable.(50:50)
Estimate Value for subject work	Rs. ₹ 18,95,02,640.00 /- (Incl of GST)
Eligible Class of Bidder as per MII Policy	Class-I suppliers only are eligible to participate in this tender as per 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. The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60% 'Class-II local supplier' is minimum 20%.

“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 on online portal.”

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.

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

All bids must be accompanied by valid Bid Security/EMD exemption Document (as applicable). Any bid not accompanied by an acceptable bid security/Exemption Doc (if applicable) as per tender provisions shall be rejected by the employer as being non-responsive.

Any bid not accompanied by an acceptable bid security shall be rejected by the employer as being non-responsive. In case, the bid security is submitted as e-BG/EFT, bidder to submit the copy of e-BG/proof of e-payment of bid security in the e-tendering portal. In case the bid security (other than BG) is submitted by the bidder in physical form, bidder to submit the original instrument (or extensions, if any) in separate sealed envelope and a copy of the same in the e-tendering portal.

Further, Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of e-BG/ Insurance Surety Bond) shall be rejected by the Employer as being nonresponsive.

All Bank Guarantees shall be submitted in the form of e-BG through NESL platform, and no physical BGs shall be accepted, except in exceptional circumstances. The decision of NTPC in this regard shall be final.

I. **Qualifying Requirements for Bidders:**

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

1.0 TECHNICAL CRITERIA:

The Bidder should have executed “Similar works” within preceding 07 (seven) years prior to the date of Techno-Commercial bid opening in any of the following manner: -

i) Executed value of not less than Rs. 171 Lakhs in a Single Contract.

OR

(ii) Executed value of not less than Rs. 107 Lakhs in Two Contracts each.

OR

iii) Executed value of not less than Rs. 86 Lakhs in Three Contracts each.

Notes for Clause 1.0 above:

1. “Similar Works” means

a. Construction of ‘Ash Dyke’/‘Embankment’/ ‘Earthen Dam’/‘Road’ / ‘Site Levelling’

And/ Or

b. The Work of Transportation through Road (including loading/unloading) of ‘Ash’ / ‘Any Earthen Material’/‘Any Mineral’/ ‘Coal’/‘Bulk transportation of any material (Dry / Liquid)’.

And / Or

c. The Work of “Earthwork including loading/unloading and transportation by road” in any Civil Works (other than those listed above in 1.a).

i. **Note for 1.a above:** - Strengthening and widening of roads will also be considered under “Construction of road”. However, works involving only repair and maintenance of road(s) will not be considered as “construction of road”.

ii. **Note for 1.b above – Bulk transportation** shall mean transportation of loose, unpackaged material (Dry / Liquid) directly inside transport containers or vehicles. Transportation of individually ‘boxed or packaged goods’ will not be considered as “Bulk transportation”.

iii. **Note for 1.c above:** - Bidder can submit bid citing details of Civil Works as their experience/Reference Works which are not covered under 1.a above. In such Civil Works (under 1.c), the executed value of only those BOQ Items shall be considered for the purpose of calculating “Executed Value” which are pertaining to “Earthwork including loading/unloading and transportation”. Earthwork in respect of all kinds of soil, soft rock, hard rock shall be considered for the purpose of evaluation.

2. SC/ST-owned Micro and Small Enterprises (MSEs) can only participate in this tender.

3. The social category of MSE bidders owned by Women/SC/ST shall be determined by valid URC (Udyam Registration Certificate) only.

4. 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.

5. 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.

6. 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.

7. 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.

8. Reference works executed by the bidder, as a member of joint Venture / Consortium / Associate can also be considered provided:

1. The allocation of scope of work between the partners of the joint Ventures / consortium / Associate is clearly defined in the executed joint venture agreement / consortium agreement / deed of joint undertaking and the bidder's scope of work and break-up of quantities executed by them as individual contribution in the joint Venture / Consortium / Associate, duly authenticated by the Project Authority/Owner, meet the relevant provisions of eligibility criteria.

2. In case the reference work has been executed by the bidder in an integrated joint venture wherein allocation of scope of work and break-up of quantities between the partners is not clearly specified in the integrated joint venture Agreement, then for establishing the eligibility as per technical criteria of 1.1 above, the credit of executed quantities can be claimed by the bidder in the ratio of bidder's share in the integrated joint Venture Agreement, provided the bidder establishes that it regularly undertakes works mentioned in QR. The executed works/ quantities by the integrated joint venture shall be duly authenticated by the Project Authority/owner.

2.0 FINANCIAL CRITERIA: The average annual turnover (AATO) criteria is not applicable.

Note for clauses 1.0. & 2.0 above: For the purposes of this tender, any reference to the date of Techno-commercial bid opening for qualifying requirements, wherever mentioned, shall be taken as on the date of Techno-commercial bid opening specified in the initial published NIT/IFB.

X. **Authentication of veracity of documents submitted by the bidder in support of QR:** Bidder shall be required to submit duly certified and verified documents from their Independent Statutory Auditors or specified Third-Party Inspection Agency (TPIA) duly digitally signed in support of meeting Technical QR. For details, refer Clause No. 11.1.1 (C) of ITB.

XI. The reference works whose details have been declared in their bid shall only be considered to ascertain the bidder's compliance with the specified qualifying Requirement (QR). The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference works as mentioned above. However, no change or substitution of the reference works by new/additional plant for conforming to the specified qualifying Requirement shall be sought, offered or

permitted.

- XII. 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.
- XIII. '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.**
- XIV. 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.

- XV. 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.
- XVI. The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the Gem Portal <https://gem.gov.in>. The Bidder would be required to register on the website.

First time users are required to register themselves on GeM Portal only. First time users not allotted any vendor code by NTPC, should send a copy of the registration details to the e-mail address specified in this NIT under Address for Communication with following details (only in case award is being issued to them):

- i. Request on the letter head of the Company
- ii. Address Proof
- iii. Copy of GST Registration Certificate & PAN Card,
- iv. Email ID and Contact No.
- v. Name and Designation of the contact person
- vi. Cancelled cheque & E.F.T form duly verified by bank Note:

No Hard Copy of bidding documents shall be issued.

XVII. **Address for Communication:**

DGM/ AGM (Contracts & Materials)

NTPC Limited

Unified Shared Service Centre,

Central Procurement Group-1,

Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar

Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101

Tel. No.: 0771-2515402/0771-2515537

Email: ilaanand@ntpc.co.in /amittiwari@ntpc.co.in

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

XVIII. **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

XIX. **Contact Details for Site Visit**
Department & Designation: DGM(Ash Management)
NTPC LTD.-KORBA
Mobile no. 7368808959, 9473196605
Email: kaifiahmad@ntpc.co.in

Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas up to 50 Km.

1. Introduction

NTPC Limited operates a coal-based Super Thermal Power Station at Korba, Chhattisgarh, with an installed capacity of 2600 MW comprising three units of 200 MW each and four units of 500 MW each. Coal is sourced from Gevra Mines of Kusmunda Block, SECL. To enhance the capacity of the existing ash dyke at Village Dhanras, NTPC proposes evacuation of settled pond ash from lagoons and transportation to abandon Low Lying Areas within lead distance upto 50 km in an environmentally responsible manner.

2. Objective

The primary objective is to create additional space in the ash dyke for future slurry disposal and promote sustainable ash utilization by reclaiming Low Lying Areas. The work shall be executed in compliance with environmental norms and statutory requirements.

3. Scope of Work

- a) The scope broadly includes excavation and loading of pond ash from Dhanras Ash Dyke lagoons, transportation in covered vehicles to identified Low Lying Areas within 50 km from Ash dyke, spreading ash in layers not exceeding 500 mm thickness, compaction to achieve a dry density of not less than 90% of maximum dry density (Standard Proctor), and providing a 500 mm thick soil cover over the filled ash to prevent erosion and fugitive emissions. Disposal, transportation, or placement of ash at any LLA situated beyond the 50 km lead limit shall be strictly prohibited and will not be admissible under the scope of work.
- b) The soil required for covering landfills should preferably be excavated from the landfill site itself. If this is not feasible, only the minimum quantity of soil shall be sourced from a borrow area. The topsoil must be excavated at the commencement of work from the designated fill area and stored separately for later use in covering the ash. Voids created due to soil borrowing should be filled with ash, properly compacted, and covered with the stored topsoil to restore the area. This entire process shall form an integral part of the contract and be completed within the project schedule. In case earth is required to be brought from some other sources, agency shall be doing it at its own cost taking care of state regulations including royalty payment.
- c) Deployment of equipment such as excavators, loaders, tippers/Hywas, JCBs with spreading blades, vibro-compactors, survey instruments and any other equipment required for execution of the work are in Contractor's scope. All survey work required

for determining the quantity of ash and earth shall be within the Contractor's scope and executed at no additional cost to NTPC.

- d) Borrow/loading pits may be common for multiple agencies and may be reclaimed by NTPC for slurry discharge at any time. Borrow/Loading area at ash dyke to be allocated/transferred as per availability/suitability of dyke condition after taking Initial & Final level Survey by Total station by agency with NTPC representatives and all the survey records to be submitted to EIC/NTPC representatives immediately.
- e) Identification of site and obtaining all statutory permissions and NOCs required for filling Low Lying Area from relevant authorities, including government departments, police, NOC From Gram Panchayat and local stakeholders etc as applicable, is in the scope of agency at no additional cost to NTPC.

4. Site Conditions and Pre-Bid Requirements

Bidders are advised to visit the evacuation sites (Dhanras Ash Dyke), assess approach roads, traffic conditions, water availability, and other local factors influencing execution. No claims related to site conditions shall be entertained post-award.

5. Execution Methodology

Work shall be carried out as per the approved Field Quality Plan (FQP). Ash transportation shall follow routes approved by NTPC. Continuous operation (24×7) may be required; however, timings may be adjusted based on objections from authorities. Agency shall ensure compliance with all statutory permissions, including RO-CECB, mining department approvals etc., as applicable.

6. Contract Duration

The contract period shall be one year from the date of award. However, based on the requirement, agency shall be required to complete the work as per instruction of Engineer-in-Charge (EIC).

7. Documentation & Controls

To ensure accurate accounting of trucks/dumpers transporting ash and confirmation of delivery at designated ash utilization sites, the following procedure shall be adopted:

- a) Issuance of Challans: Three copies of the challan shall be issued for every loaded truck departing from the dyke weighbridge.
 - i. Copy 1: Retained by NTPC Security/AU Department at the station.
 - ii. Copy 2: Retained by the Transporting Agency.

- iii. Copy 3: Countersigned by the authorized representative at the filling/dumping site, acknowledging receipt of the consignment. This copy shall be returned to the Transporting Agency for submission to NTPC AU Department on a regular basis.
- b) Agency shall maintain a trip register/log with vehicle number, capacity, tare/gross weights, weighment slip numbers, net quantity, route, and time.
- c) The agency shall provide NTPC with a certified list of authorized representatives along with specimen signatures prior to commencement of work.
- d) Prior to deployment, the contractor shall submit to NTPC the list of vehicles proposed for use under this contract along with valid GPS tracking credentials for each vehicle. No vehicle shall be permitted to operate without prior verification and approval by the Engineer-in-Charge.
- e) Submission of enroute toll tax payment slip (FASTag), if applicable, is mandatory for all vehicles. Toll payments made in cash shall not be considered for measurement of ash quantity transported by the respective tipper.
- f) GPS tracking is mandatory for all vehicles; GPS trip data proving delivery at the LLA site.
- g) GPS trip data, FASTag toll receipts, weighment slips, and gate acknowledgments (where available) shall be mandatorily submitted along with RA bills.
- h) Digital photo capture at loading and unloading points with timestamp and vehicle number visible shall be done for each trip and the same shall be submitted in soft in presentable format.
- i) NTPC may conduct random GPS audits; discrepancies shall invite action/penalties as per EIC.
- j) The contractor shall comply with any digital systems or applications introduced/ installed by NTPC during the contract period for trip monitoring, such as QR/Bar code-based check-in/check-out or mobile app-based verification. Adoption of such systems shall be mandatory and at no additional cost to NTPC.

8. Mode of Measurement and Payments

- a) Payment shall be done on compacted quantity of ash at Low Lying Area. The measurement of ash shall be calculated based on the actual plan area of both the filling area and the borrow area, multiplied by the respective depth. The depth shall be determined by recording the initial and final levels of both areas. The payable quantity of ash to the agency shall be the minimum of the calculated quantities for the filling and borrow areas. All measurements shall be carried out using a Total Station. The agency shall arrange the required survey works for determining the quantity of ash/earth at no additional cost to NTPC, and the measurements shall be

jointly verified with NTPC officials. Standard methods as specified in CPWD specifications, relevant manuals, and applicable Indian Standards shall be followed.

- b) On sole discretion of NTPC, in addition to above (8.a), Measurement of ash may be done by the weigh bridge available at NTPC, Korba. In the event the NTPC weighbridge is non-functional, an alternative weighbridge as approved by EIC shall be used for measurement. Agency shall submit valid calibration certificate of the third-party weigh bridge.
- c) For interim payments, monthly running bills shall be processed on a per-trip basis, considering 70% of the vehicle body volume as the ash quantity transported. However, Final Payment for balance 30% of ash quantity shall be released after completion of work in totality, i.e., compaction and topsoil covering/ compaction and all statutory clearances, based on final quantity of compacted ash quantity calculated by measurement of fill quantity pre & post levels of borrows area in the ash pond & filling area as per the standard methodology defined above under point 8 (a). All survey work required for this purpose shall be arranged by the Contractor at no additional cost to NTPC. Measurements shall be jointly verified with NTPC officials.
- d) For payment of transportation lead, the applicable rate shall be strictly as per the corresponding BOQ line items. Transportation of ash (in covered condition) from Dhanras Ash Dyke of Korba STPP for any lead ≤ 10 km shall be paid at the rate specified under Line Item 30.10 (per Cum per km). Transportation of ash for any lead >10 km and ≤ 50 km shall be paid at the rate specified under Line Item 30.20 (per Cum per km). The rates are non-cumulative, and slab-wise split calculations shall not be applicable. Accordingly, for leads beyond 10 km, the entire lead distance shall be reckoned at the rate prescribed under Line Item 30.20.

9. Defect Liability

Six months from completion of work.

10. Liquidated Damages

If the Agency fails to achieve the milestones or complete the work as per the agreed schedule, it shall be liable for liquidated damages without prejudice to other rights of NTPC. For delays attributable to the Agency, liquidated damages shall be levied at 0.5% of the unexecuted or delayed value for each week or part thereof, excluding mobilization period, subject to a maximum of 5% of the Purchase Order value. NTPC may recover such damages by adjustment or set-off against any amount payable under this or any other contract.

11. Deviation Allowed:

Quantities mentioned for various items in the bidding documents may vary during the execution of the contract to any extent. However, overall variation in the total Contract shall be from (-) 100% to (+) 20%.

12. Diesel Price Variation Clause:

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

i) Monthly Average Price (Calendar Month) for the nearest PSU / IOCL / BP Oil Depot from the Station to be taken for the purpose of diesel price variation, for the work executed in that Calendar month.

ii) The vendor shall submit certified copy of price of Diesel from retail outlet of PSU / IOCL / BP etc. nearest to the Station, as the case may be.

iii) Vendor shall submit RA bill with frequency in consultation with EIC.

iv) Vendor shall submit quantity break-up on Calendar month basis. Quantity should be duly certified by the authorized person of the Road Construction Authority.

Formula for Diesel Price Variation Clause (PVC):

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

Amount of Price Adjustment = $ACR1 - ACR0$

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

Where,

ACR1 = Adjusted Amount of Contract Price

ACR0 = Awarded Contract Price

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

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

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

13. Termination / Cancellation of the Contract

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

14. Penalties:

To ensure smooth, eco-friendly, and timely execution of the ash transportation work, the agency shall deploy the minimum required vehicles, equipment, and manpower. Any failure to achieve required progress or comply with instructions shall attract penalties, without affecting the Company's legal rights.

1. Exclusions (General Progress Clause)

Scenario	Treatment
Issues at ash pond, destination end, force majeure, public disturbances	No penalty, subject to written intimation to EIC
Daily target adjustment	Per-day target derived from total contract quantity and contract period
Idle charges	Not payable

2. Environmental & Safety Penalties

Non-Compliance	Penalty
Non-deployment of required water tanker(s)	₹5,000 per tanker per day

Non-deployment of minimum supervisory manpower	₹1,000 per day
Transporting ash without proper tarpaulin/cover	₹500 per vehicle per instance
Violation of law/SOP/safety instruction	₹10,000 per instance
Workers/Drivers exhibiting poor performance or unethical behaviour	Contractor shall replace such workers immediately
Driver or cleaner found intoxicated during duty	Penalty of ₹5,000 per incident, recoverable from Contractor's bills
Ash spillage not cleared promptly	Penalty as decided by EIC + full recovery of cleaning cost
Lapses in safety compliance	Minimum ₹5,000 per day or per instance, as decided by EIC
Near-miss or accident during execution	Penalty as decided by EIC
Medical treatment for injured workers	Contractor must arrange immediate treatment; if NTPC arranges treatment, full cost will be recovered from Contractor's bills

3. Penalty for False Trips

Violation	Penalty / Action
Fabricated, unverifiable, or non-delivered trip	Penalty = twice the applicable transportation cost of that trip
Three or more such instances in a month	Suspension of operations & possible contract termination

15. Other Terms and Conditions

- a) Loading of pond ash from NTPC's ash dyke and transportation in closed containers/dumpers covered with tarpaulin to prevent spillage, followed by unloading at designated reclamation sites.

- b) No material other than pond ash will be provided by NTPC free of cost.
- c) Transportation shall be carried out in an environment-friendly manner, ensuring no spillage or airborne pollution during loading, transit, and unloading.
- d) Trucks, tippers, or dumpers suitable for ash transportation as per CPCB guidelines shall be deployed; tractors or other unsuitable vehicles are not permitted.
- e) Closed trucks found in poor condition shall be modified at the agency's cost to prevent ash spillage during loading and transportation.
- f) Top surfaces of ash-loaded vehicles shall be wetted after weight measurement to prevent fugitive dust emissions during transportation.
- g) Adequate manpower and machinery shall be deployed to manage day-to-day activities on a 24×7 basis, ensuring safety and environmental compliance.
- h) All road permits, operator licenses, and equipment worthiness certificates for deployed vehicles and machinery shall be furnished at the start of work and whenever demanded by the Engineer-in-Charge (EIC).
- i) The agency shall make its own arrangement for sprinkling water over pond ash in the digging area to avoid fugitive emissions. Sprinkling shall also be done on ash dyke roads used by the agency. Water shall be arranged from the agency's own resources, and adequate water tankers and sprinklers shall be deployed to keep dust emissions under control to the satisfaction of EIC. Spillage ash on roads shall be cleaned/water-washed daily. **In case of any action by government agencies due to violations, the agency shall be fully responsible.**
- j) Fugitive dust control measures shall be implemented, including wind barriers, water sprinkling on ash and haul roads, and deployment of adequate water tankers and sprinklers. Water shall be arranged from own resources, and spillage on roads cleaned daily.
- k) Temporary ramps and haul roads shall be constructed by the agency as required. Any damage to pipelines, bunds, or roads shall be rectified at the agency's cost.
- l) Excavation methodology, including ramps and haul roads, shall be submitted for NTPC approval. Dyke area shall be levelled after completion, and ash lifting areas cleared of vegetation and debris throughout execution.
- m) Borrow/loading areas shall be allocated based on dyke conditions after initial and final level surveys using Total Station, jointly with NTPC representatives. Survey records shall be submitted immediately.
- n) Transported ash shall be free from organic matter, and dewatering of ash ponds, if required, shall be done at the agency's cost.
- o) NTPC reserves the right to suspend or reinstate execution of the whole or any part of the works, with orders issued as required.

- p) Full responsibility for accidents or injuries during excavation, loading, transportation, or unloading rests with the agency; NTPC bears no liability.
- q) No claims for idle manpower, vehicles, or machinery due to site conditions or ash availability will be entertained.
- r) All statutory requirements, including PF, insurance, minimum wages, and any additional conditions imposed by government authorities, shall be ensured. All costs for statutory compliance shall be borne by the agency.
- s) Route map of transportation from ash dyke to filling/unloading identified site shall be jointly surveyed by contractor/agency and NTPC. No extra payment shall be made for alternate routes if used by the agency to meet any contingency. All social/local issues must be dealt with by the contractor for smooth and uninterrupted execution of the assigned work.
- t) Agency shall attend review meetings as per EIC instructions.
- u) Drivers must hold valid licenses, remain sober, and comply with traffic rules and prescribed speed limits.
- v) Breakdown or damaged vehicles/machinery shall be removed within four hours at the agency's cost, with cranes/hydras arranged in advance. Failure to comply with may attract penalties at EIC's discretion.

- **Indicative Equipment**

Equipment	Quantity
Excavator	1 No.
Water Tanker	1 No.
Closed Containers/Dumpers	As required
Survey Equipment (Total Station/Dumpy Level)	As required

- **Indicative Manpower**

Manpower	Quantity
Supervisor	1 No.
Surveyors	As required

16. Safety Requirements

- a) The Contractor shall comply with all safety rules and guidelines specified in the Scope of Work, GCC, and tender documents.
- b) All statutory safety requirements shall be adhered to without exception.
- c) All workers shall be covered under ESIC.

- d) Workers shall undergo medical examination and be declared fit; fitness certificates shall be submitted to NTPC prior to deployment.
- e) Safety training shall be provided to all workers before commencement of work; records of training and PPE issuance shall be maintained.
- f) A safe working environment shall be ensured, and appropriate PPEs shall be provided to all workers.
- g) Penalties imposed for safety or statutory violations during the contract period shall be accepted by the Contractor.
- h) Any additional safety instructions issued by the Engineer-in-Charge (EIC) shall be complied with immediately.
- i) The contractor shall maintain adequate lighting at all loading points during operations. Suitable arrangements, including emergency generators or alternatives such as solar or battery-operated lights, must be provided to ensure safe working conditions. This requirement is mandatory, and any non-compliance will result in penalisation.
- j) Percentage amount linked to safety compliance-2%
- k) **PPE Specifications:**
 - i. ISI-marked safety shoes and helmets for all workers.
 - ii. Nose masks and safety goggles for personnel in ash-prone areas.
 - iii. Additional PPEs such as gumboots, reflective jackets, hand gloves, and earplugs as required.
- l) **Monitoring & Compliance:**
 - i. Penalty for any near-miss or accident during execution, as decided by EIC.
 - ii. Immediate medical treatment for injured workers shall be arranged by the Contractor; failure to do so will result in NTPC arranging treatment at the Contractor's cost, recoverable from bills.
- m) **Safety Measures for Vehicle Movement:**
 - i. Deploy sufficient manpower round-the-clock to monitor vehicle and driver safety compliance and submit daily safety reports.
 - ii. Ensure only vehicles with valid registration, insurance, fitness certificate, and driver's license are used for ash transportation.
 - iii. Inspect braking systems regularly and submit health reports at intervals decided by EIC.
 - iv. Random checks (5–10 vehicles) will be conducted; discrepancies will attract punitive action.
 - v. Connect ramps to outer bund roads with wider approaches; provide barricades and dampeners to prevent accidents.
 - vi. Install safety signboards with fluorescent stickers for speed limits, caution notices, and designated paths for loaded vehicles.

17. Vehicle Compliance

- a) All work shall be executed in compliance with State RTO and PWD regulations; related issues shall be managed at no cost to NTPC.
- b) Traffic clearances shall be obtained from government authorities as required.
- c) A list of all trucks/tippers/dumpers with registration details and owner information shall be submitted to EIC before commencement; any changes shall be communicated immediately.
- d) Vehicles deployed under this contract must comply with the following:
 - i. Valid registration and insurance
 - ii. Fitness certificate
 - iii. Valid driving license
 - iv. Valid PUC certificate
 - v. Functional front and rear lights
 - vi. Operational main and reverse horns
 - vii. Any other documents required by government authorities

18. Overloading:

No overloading will be allowed during transportation and loading of the pond ash in the vehicle of the agency. Loading of pond ash in the vehicle only up to the quantity permitted by RTO is to be ensured by the agency. If the quantity of pond ash loaded in vehicle exceeds the RTO approved quantity, then the agency must arrange for unloading of extra quantity of ash from the truck at its own cost and nothing shall be paid extra in this regard. The extra quantity of ash unloaded from the trucks by the agency shall be unloaded / disposed off as per the direction of EIC or his representative. Further, in case of any liability on NTPC in any manner arises due to plying of overloaded vehicle by the agency, the agency shall keep NTPC indemnified of such liability. Overloading quantity may not be entertained during release of RA Bills as per payment terms.

19.0 Evaluation Criteria for Cases with Splitting Clause:

- (1) The subject contract will be finalized among a maximum of **Two (02) Bidders** as per below mentioned splitting and evaluation criteria.
- (2) The tendered quantity will be split amongst **Two (02) bidders**. The L-1 bidder shall be awarded a maximum of **50%** of the tendered BOQ quantity and rest of quantities will be awarded to 01 more agency for **50%** of the tendered BOQ quantity as per modalities mentioned below.

(3) The Evaluated Bid Price (EBP) of the Bidders would be ranked in ascending order as L-1, L-2, L-3, L4 & so on based on the **Total Quoted Amount on Lumpsum Basis, Inclusive of GST.**

(4) Among all qualified and substantially responsive bids, the Lowest Evaluated Bid Price will be termed as L1 **Price** and **50%** of the total tendered quantity shall be awarded on the lowest evaluated bidder (L1).

Further In line with GEM modalities, all the technically qualified bidders from L2, L3, ... Ln shall be **simultaneously** given an opportunity to match the L1 Price within the stipulated time period mandated by GEM Portal. Bidders failing to match the L1 Price within the stipulated Date and Time on GEM portal shall not be given any further opportunity to Match the L1 Price. Order of preference among those who match the L1 price will be as per original ranking of price bid.

(5) The quantities that cannot be allocated as per above modalities as per Sr No 5 shall remain unawarded.

(6) Tie-Breaking Condition (Applicable Before L1 Price Matching):

- a. **For L1 Position:** In case where in a tender, two or more bidders are at L1 position, i.e. there is a tie at L1 position, then the final L1 bidder shall be decided by GEM platform's own algorithm for tie breaking.
- b. **For other than L1 Position:** In case where in a tender, two or more bidders have quoted the same price, **preference shall be given to the bidder who has submitted their bid earlier as per GEM portal.** The date and time of submission of the bid as recorded on the designated e-tendering portal shall be considered for this purpose.
- c. The evaluation and award criteria stipulated at Clause No. 1 to 5 above will be applicable only after tie breaking as per Clause No. 6.

Schedule of Quantity for " Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas upto 50 Km".

Sr No	BOQ No	Description	Unit	Qty	Rate with GST	Amount with GST	
1	10.10	Excavation of pond ash from Dhanras Ash Dyke at NTPC Korba by mechanical means	M3	400000.000	₹ 93.01	₹ 3,72,03,040.00	
2	20.10	Loading of pond ash at NTPC Korba – Dhanras Ash Dyke by mechanical means	M3	400000.000	₹ 25.39	₹ 1,01,55,600.00	
3	30.10	Transportation of ash (in covered condition)from Dhanras ash dyke of Korba STPP for any lead up to 10 km. Slab-wise split calculation is not applicable.	AU	2000000.000	₹ 15.28	₹ 3,05,55,000.00	
4	30.20	Transportation of ash (in covered condition)from Dhanras ash dyke of Korba STPP for any lead beyond 10 km upto 50 Km , the entire lead distance shall be paid as per line Item 30.20 per Cum per km. Slab-wise split calculation is not applicable. Rates are non-cumulative.	AU	10000000.000	₹ 6.23	₹ 6,22,65,000.00	
5	40.10	Spreading of the transported ash as above items by dozers or grader or JCB spreading blade and Compaction of spreaded ash	M3	400000.000	₹ 101.48	₹ 4,05,92,000.00	
6	50.10	Providing and laying earth layer cover of thickness 500 mm on top portion of filled compacted ash	M3	40000.000	₹ 218.30	₹ 87,32,000.00	
		TOTAL ESTIMATE AMOUNT =	Rs.			₹ 18,95,02,640.00	

1.0 Amount is in INR .

2.00 Here the estimated amount for each line item is given for Bidder's reference and estimation purpose.

3.00 The estimated rate and amount are inclusive of GST.

4.00 SAP PO shall be placed exclusive of GST based on the GST % furnished in Attachment 14 .

5.00 Bidders are required to quote their most competitive Lumpsum Price, Inclusive of GST against NTPC's Estimate, Incl GST.

6.00 The Premium (%) or Discount (%) shall be derived considering total quoted amount Inclusive of GST with respect to NTPC's Estimate, Incl GST. This Premium (%) or Discount (%) shall be loaded on each items to calculate individual Item rates, Incl. GST

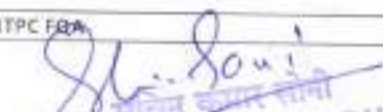
7.00 Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as "Declaration RegardingGST" (to be submitted along with Techno-Commercial Bid). The same will be considered for deriving basic item rates(without GST) for the purpose of award."

REFERENCE FIELD QUALITY PLAN

Name & Address of Manufacturer:		Description of work : Low Lying area Filling with Ash and Earth Cover.				PO No:XXXXXX		
Project :Korba Super Thermal Power Project								
Sl No.	Characteristics / Items	Type of Check	Instrument	Class	Quantum / Frequency of check	Reference Documents and Acceptance Standard	Formal of Records	Remarks
1.0	Proctor Test on Ash and Earth	Physical	Proctor Mould, Sieves, Rammer, Balance etc.	B/A	Once in every 10000 Cu M of Ash & Earth (B-Class)	IS 2720 (Part 7 & 8)	Lab Report	Witness by site FQA:Once in every 50,000 Cu M or part there off for Ash & Earth (A-Class)
2.0	Site compaction test on ash layers and Earth Cover.	Physical	Core Cutter, RMM etc.	B	Once in every 10000 Cu m of Ash & Earth or Part there off.	IS 2720	Test Report	Witness by site FQA:Once in every 50,000 Cu M or Part there off.
3.0	Soil Cover - Properties check - Soil Classification, Atterberg limits etc.	Physical	Cassagrande liquid limit, plastic limit, Cylinder etc.	B	Once per source	As per PO Specification, IS 2386	Lab Report	
4.0	Fill Geometry	Physical	Steel Tape, Levelling Instrument etc.	B	At Random	As per PO Spec, construction drawing etc.	Site Register	
5.0	Stone Pitching and Turfing on soil slopes	Visual	Visual Inspection with site measurement	B	At Random	As per PO Spec, construction drawing etc.	Log Book	Witness by site FQA: 10% of Total Quantity.

Remarks : NOTE: 1. FQA WILL CONDUCT SURVEILLANCE ON ALL B-CLASS CHECKS @ MINIMUM 10% TESTS CONDUCTED AT FQA LABORATORY WILL BE ON CHARGEABLE BASIS SUBJECT TO AVAILABILITY.
2. The testing laboratories should be NTPC approved laboratory / NABL accredited Lab.
3. This is a tentative FQP, and the successful bidder has to submit his FQP in line with this RFQP for approval of NTPC before commencement of work.

Legend to be used:
• # Class A: Critical, Class B: Major, Class C: Minor.
Class A checks shall be witnessed by NTPC FQA and Execution Engineer, Class B checks shall be witnessed by NTPC site Engineer/Supervisor,
Class C checks shall be witnessed by agency site engineer.
SR - Site Register, TR- Test Report, IR - Inspection Report, MTC - Manufacturer's Test Certificate.

SIGN of AGENCY	NTPC EXECUTION	NTPC FQA
	 MUKESH CHANDRA RAJ Senior Manager (Ash Utilization) एनटीपीसी लिमिटेड, कोरबा (उ.प्र.) NTPC LIMITED, KORBA (C.G.)	 SACHIN KUMAR SONI Senior Manager (FQA-Client) एनटीपीसी लिमिटेड, कोरबा (उ.प्र.) NTPC LIMITED, KORBA (C.G.)



NTPC LIMITED

(A Government of India Enterprise)

Section-III

Bid Data Sheet (BDS)

**UNIFIED SHARED SERVICE CENTRE,
C&M GROUP-1, RAIPUR**

(This document is meant for the exclusive purpose of bidding against this package and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

**BID DATA SHEET (BDS)
FOR**

The following bid specific data for the above-mentioned package shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions herein shall prevail over those in the ITB.

Before creating / submitting the bids, Bidders are required to go through the “Bidders Manual”, “Guidelines to bidder” and other links provided at following NTPC e-tendering website:

S. No.	ITB Clause Ref., if any.	Data
1.0	11.1	Type of Bidding: Single Stage Two Envelope (Open Tender Basis) Type of Contract: Service Contract.
2.0	ITB 1.1	Name and Address of Employer: NTPC Limited, Unified Shared Service Centre, C&M Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 Registered Office Address: “NTPC Bhawan” Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India. Name of the Project (where works to be executed): NTPC Korba, Jamnipali, District Korba, Chattisgarh-495450
3.0	ITB 6.1	Address for Correspondence: DGM (C&M)/ AGM (C&M), 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 E-mailWebsites for reference: https://gem.gov.in
4.0	ITB 7.0	Whether Pre-Bid Conference will be held – No
5.0	ITB 11.1.1(A)(b)	Whether Consortium / Joint Venture Bids are Permitted: No Whether Associate/ Collaborator is permitted: No
6.0	ITB 11.1.1(B)(c)	Qualifying Requirements for the Bidders: Applicable Refer IFB/ NIT
7.0	ITB 11.1.1(A) & 11.1.1(B)	Ref ATC
8.0	ITB 12.3	Add following at the ITB Clause 12.3 as Under:

S. No.	ITB Clause Ref., if any.	Data
		12.3 Bidder is also required to submit a Declaration of GST Scheme as per Attachment-14 titled as “Declaration Regarding GST” (to be submitted along with Techno-Commercial Bid). Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable (not applicable for RCM), shall be taken into account by the Bidder while quoting his price The GST mentioned by the bidder shall be as applicable in the Employer’s country as on seven (7) days prior to the deadline for submission of Techno-Commercial Bid GST on Transportation shall be paid or reimbursed on submission of (GSTIN Invoice) along with Consignment Note issued by Contractor.
9.0	ITB 12.11	ITB Clause 12.11 shall be read as under: As per SOW
10.0	ITB 15.0	As per SCC Clause No. 16.
11.0	ITB 21.0	Bids are to be submitted online. If Bid Security (if not submitted in form of e-BG) is to be submitted in physical form in the form of ISB or physical BG in exceptional cases, it is to be submitted in original in a separate sealed envelope at the address mentioned for correspondence. AGM (C&M)/ DGM (C&M), 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 Last Date & Time for Bid Submission: Please refer GEM. Date & Time for Bid Opening: Please refer GEM. Date & Time for Bid Opening: Please refer GEM.
12.0	ITB Clause 23	Detailed Evaluation and Award criteria incorporating MSE Benefit with Quantity Splitting will be as per “Section-VI SOW”. 1. Pre-requisite to avail MSE Benefit: Bidders may ascertain their eligibility for availing benefits as per Public Procurement Policy (PPP) 2012 before submission of Bids. Micro and Small Enterprises (MSEs) registered as per MSMED Act 2006 for goods produced and services shall be eligible for MSE benefits. On line generation of Udyam Registration Certificate, by the entrepreneur, is available from 1st July 2020. As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st April

S. No.	ITB Clause Ref., if any.	Data
		2021, Udyam registration shall be the ONLY valid MSME Registration Document. The existing enterprises registered prior to 30th June'2020 shall continue to be valid only for a period up to the 30th day of June, 2022 (Ministry of MSME, Gazette Notification No. S.O. 2134(E), dt:06.05.2022). 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 MSEs shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit. 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. MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration 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. Detailed Criteria for MSE Preference will be as per "Section-VI : SOW"—Not Applicable for this case
13.0	ITB Clause No. 14	The New ITB Clause No. 14.0 shall be read as under: 14.0 Bid Security 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Bid Data Sheet (BDS). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope. 14.2 The Bid Security shall, at the Bidder's option, be in the form of ~~Electronic Fund Transfer (EFT), irrevocable Letter of Credit or an e-BG~~ from any of the banks specified in the Bid Data Sheets or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). ~~For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only as per details mentioned in BDS. In such cases the provisions pertaining to submission of e-BG/ Insurance Surety Bond towards Bid Security will not be applicable.~~

S. No.	ITB Clause Ref., if any.	Data
		~~Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the e-tendering portal as a proof of e-payment of Bid Security.~~ ~~In case of Foreign Bidders, the Bid Security can be from any other Bank also in addition to the Banks specified in the Bid Data Sheets. If the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets. (Applicable for ICB Tenders)~~ The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents. The Bank Guarantee/ Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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. 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. 14.4 Any bid not accompanied by an acceptable bid security shall be rejected by the employer as being non-responsive. ~~In case, the bid security is submitted as e-BG/ through Electronic Fund Transfer (EFT), bidder to submit the copy of e-BG/proof of e-payment of bid security in the e-tendering portal.~~ ~~In case the bid security (other than BG) is submitted by the bidder in physical form, bidder to submit the original instrument (or extensions, if any) in separate sealed envelope and a copy of the same in the e-tendering portal.~~ ~~Further, Stage II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of e-BG/~~

S. No.	ITB Clause Ref., if any.	Data
		~~Insurance Surety Bond) shall be rejected by the Employer as being non-responsive.~~ All Bank Guarantees shall be submitted in the form of e-BG through NESL platform, and no physical BGs shall be accepted, except in exceptional circumstances. The decision of NTPC in this regard shall be final. 14.5 BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value as applicable. 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. Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value as applicable. 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. 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 after placement of award on successful bidder. 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 Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB. 14.8 The Bid Security may be forfeited a) If the Bidder withdraws or varies its Bid during the period of Bid validity; b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub- Clause for Arithmetical Correction; 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;

S. No.	ITB Clause Ref., if any.	Data
		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; e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC; (f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE); (g) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider. 14.9 CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ (SWIFT) While issuing the BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below: (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007 BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below: BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)
14.0	Clauses Supporting to ITB Clause No. 14.0	Amount of Bid Security: As per NIT EMD Exemption: As per GEM guidelines. Modalities for Bank Guarantee and Insurance Surety Bond against Bid Security:

S. No.	ITB Clause Ref., if any.	Data
		14.10 Physical BG against Bid Security A. Physical Bank Guarantees against EMD/Bid Security issued in India may be accepted only under exceptional circumstances. The decision of NTPC in this regard shall be final. ~~B. Confirmation of physical BGs through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)~~ ~~While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:~~ ~~(i) Bank Name: ICICI Bank Limited~~ ~~(ii) Branch: CONNAUGHT PLACE BRANCH~~ ~~(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001~~ ~~(iv) IFSC Code: ICIC0000007~~ ~~BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:~~ ~~BG advising message: IFN 760COV/ IFN 767COV via SFMS~~ ~~Field Number: Particulars (to be mentioned in Row 1)~~ ~~7037: NTPCBG (unique identifier)~~ ~~C. In case of Bidders opting for physical Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para D below:~~ ~~(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:—~~ ~~a) The scanned copy of the BG.~~ ~~b) SFMS / SWIFT message acknowledgement copy sent to Employer / Employer's banker stating the date of sending.~~ ~~c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-III.~~

S. No.	ITB Clause Ref., if any.	Data
		~~SFMS / SWIFT message must be sent to the Employer/Employer's bank, details of which are mentioned in Bidding documents.~~ ~~(ii) Bidders shall also be required to upload the scanned copy of the BG on GEM Portal.~~ ~~D. The bidder shall be required to submit all the documents in the manner as specified at para C above, to reach Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive.~~ ~~In such a case, Bidder shall also be required to submit the Original BG in physical form to reach Employer 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.~~ 14.11 Alternative Submission Procedure for Insurance Surety Bond (ISB): In case of Bidders opting for Insurance Surety Bond as Bid Security but unable to submit the Original Insurance Surety Bond at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para (iii) below: (i) The issuing Insurer shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Insurance Surety Bond (ISB) along with following documents, before the deadline of submission of bids: a) The scanned copy of the ISB. b) An undertaking from the issuing Insurer strictly as per format enclosed at Annexure-III to this document. (ii) Bidders shall also be required to upload the scanned copy of the ISB on GEM portal. (iii) The bidder shall be required to submit all the documents in the manner as specified at para (i) above, to reach Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive. In such a case, Bidder shall also be required to submit the Original ISB in physical form to reach Employer at the address mentioned in Bidding Documents, not later than 10 days from the date of

S. No.	ITB Clause Ref., if any.	Data
		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. 14.12 NOTE to ITB Clause 14.10 & 14.11: If aforesaid documents are not received from issuing bank/insurer to concerned C&M department, than the scanned copy of the BG/ISB shall be uploaded by Seller in the online bid and hard copy of the same will have to reach NTPC at the address mentioned in Bidding Documents within 5 working days of bid opening, failing which the bid shall be treated as incomplete & shall lead to rejection of the bid without making any reference to the seller.
15.0	ITB Clause 36.0	“Restrictions on procurement from a Bidder of a country which shares a land border with India”¹ Any Bidder (including its Collaborator /Associate /DJU Partner /JV partner /Consortium Member /Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC). 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 as mentioned in Special Conditions of Contract (SCC). (Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023) Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected. Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC. However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

S. No.	ITB Clause Ref., if any.	Data
		2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process. 3 "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 4 "Bidders from a country which shares a land border with India" / "Subcontractor from a country which shares a land border with India" / "Entity from a country which shares a land border with India" mentioned in para 1 above means; a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. 5 The beneficial owner for the purpose of clause "4" above will be as under; 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 "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements; b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one

S. No.	ITB Clause Ref., if any.	Data
		or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 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; 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; 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. 6 An Agent for the purpose of clause “4” is a person employed to do any act for another, or to represent another in dealings with third person. [Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent. 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.]
16.0	Annexure to BDS pertaining to List of Banks	Annexure to BDS pertaining to List of Banks Acceptable for Submission of Bank Guarantee for Bid Security and NTPC letter dated 03.09.2014 to SBI are not applicable.
17.0	ITB clause 1.2	ITB clause 1.2 under “Introduction” shall be read as under: Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
18.0	Add New ITB Clause	Version of “Policy for Debarment from Business Dealings” The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4- may be referred from website.
19.0	FORMAT OF BG	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

S. No.	ITB Clause Ref., if any.	Data
		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
20.0	Replace Clause CONFLICT OF INTEREST following: ITB 3.0 OF as	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. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; or c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process. For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner. Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government. 3.2 Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by filling the format attached for the same as Annexure-17: "Do you certify full compliance to all provisions of Bidding Document?" Acceptance of above shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.

S. No.	ITB Clause Ref., if any.	Data
		In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.
21.0	INTEGRITY PACT (Replace ITB Clause No. 35)	Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer, and Bidder must accept the same in Attachment 15. Where the joint ventures(s)/Consortium are permitted to participate in the bid as per the qualifying requirements, the signing/acceptance of Integrity Pact (IP) by all Joint Venture(s) Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be accepted in Attachment 15 as per provision of ITB 17.1. Bidder's failure to comply with the aforesaid requirement regarding acceptance of "Integrity Pact (IP)" may lead to outright rejection of bid and in such case the bids shall be returned unopened to the bidder. <i>It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.</i> 33.1 Independent External Monitors (IEMs): <i>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the implementation and effectiveness of the Integrity Pact Program as per the SOP issued by CVC from time to time and available in its website https://cvc.gov.in/.</i> <i>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website(https://ntpctender.ntpc.co.in/) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the NTPC Tenders/Contracts.</i> <i>This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any representation/grievance/complaint pertaining to this package may raise the issue directly with the IEMs at following Address or through e-mail as mentioned in https://ntpctender.ntpc.co.in/:</i> <i>"The IEMs' Secretariat, Contracts Services, 6th Floor, EOC, NTPC Limited, A-8A, Sector-24, Noida-201301 (UP)."</i>
22.0	New Clause 40 to ITB	"Declaration regarding insolvency, bankruptcy and Liquidation"

S. No.	ITB Clause Ref., if any.	Data
		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 accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949. 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. 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. 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. 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

S. No.	ITB Clause Ref., if any.	Data
		of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction. 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). 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. In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained.
23.0	New ITB clause 41 Matching IP Address	Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address (either Technical IP Address or Financial IP Address or both IP Addresses) with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.
24.0	Add new clause ITB Clause 18.3 Bid Opening Date	The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be held responsible or liable in any manner for the same. Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and time to avoid any inconvenience or risk of non-submission.
25.0	Replace the ITB Clause 29 of ITB	(I) Replace Clause 29.0 'Ineligibility for Future Tenders' of ITB as under: 29.1 Notwithstanding the provisions regarding forfeiture of Bid Security specified in ITB Sub-Clause 14.8, if a Bidder after having been issued the Letter of Award, either does not sign the Contract Agreement, or does not submit an acceptable Initial Security Deposit/Entire Security Deposit in line with the provisions of the Contract and which results in

S. No.	ITB Clause Ref., if any.	Data																					
		retendering of the package then such bidder shall be treated ineligible for participation in re-tendering of this particular package. 29.1.1 If a bidder, after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for bid submission for a period of 6 months from the Effective Date of Ineligibility, and also in re-tendering of this particular package. For this purpose, the 'Effective Date of Ineligibility' shall mean the date on which the decision to treat the bidder as ineligible is communicated to the bidder. The Ineligibility shall operate prospectively and shall apply to bids submitted on or after the Effective Date of Ineligibility. Any bid submitted prior to the Effective Date of Ineligibility shall not be affected on account of such ineligibility, irrespective of the date of opening of such bid or the bid submission closing date. The date and time of submission of the bid as recorded on the designated e-tendering portal shall be considered for this purpose. 29.1.2 If a bidder after having been issued the Notification of Award/Purchase Order of a package e where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.																					
26.0	Details for e-BG	<table> <tr> <th colspan="3">e-BG details for new BGs</th></tr> <tr> <td>1</td><td>Beneficiary</td><td>NTPC Limited</td></tr> <tr> <td>2</td><td>Pan Number of the Beneficiary</td><td>AAACN0255D</td></tr> <tr> <td>3</td><td>Date of Incorporation of the Beneficiary</td><td>07.11.1975</td></tr> <tr> <td>4</td><td>Beneficiary Bank IFSC Code</td><td>SBIN0017313</td></tr> <tr> <td>5</td><td>Registered Address</td><td>NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003</td></tr> <tr> <td>6</td><td>Pin Code</td><td>110003</td></tr> </table>	e-BG details for new BGs			1	Beneficiary	NTPC Limited	2	Pan Number of the Beneficiary	AAACN0255D	3	Date of Incorporation of the Beneficiary	07.11.1975	4	Beneficiary Bank IFSC Code	SBIN0017313	5	Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003	6	Pin Code	110003
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S. No.	ITB Clause Ref., if any.	Data	
		7	Active Mobile Number of the Beneficiary Mobile no of dealing executive of case,9650998890
		8	Active E Mail Id of the Beneficiary Email id of dealing executive/amittiwari@ntpc.co.in
		9	Beneficiary BU Code (BG Business Area) 1041
		10	Contract reference number Mention Tender ID
		11	Vendor Code Please mention vendor code
		12	Local Address 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

**LIST OF BANKS FROM WHICH BANK GUARANTEES
FOR BID SECURITY CAN BE ACCEPTED**

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,

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

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

Annexure-II to BDS

Preference to Make In India

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

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

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- i. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- ii. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- iii. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- iv. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, bidder to furnish the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- e) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.ntpc.co.in/>
- f) **Policy & Procedure for Debarment from Business Dealings** – shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

1.0 A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

1.1 Minimum Local Content

1.1.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

1.1.2 Ancillary services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non-local suppliers. Such bidders can't claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. as local value addition.

2.0 Eligibility for Participation:

A. @APPLICABLE FOR TENDERS WHERE ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE TO BID:

a) *For tenders having lump sum evaluation:

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.

b) *For tenders having item wise evaluation:

Only Class-I local suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Class-II Local Supplier / Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

*** Bidder pl refer : Relevant clause of Tender documents.**

B. @ APPLICABLE FOR TENDERS WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID

a) *For tenders having lump sum evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non Local Supplier shall be out rightly rejected.

b) *For tenders having item wise evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid for specified items in Bidding documents. Bids received (if any) for specified item(s) from Non Local Supplier shall be considered non-responsive and shall not be evaluated in respect of such item(s).

@Bidder pl refer relevant clause of Tender documents

3.0 Purchase Preference

3.1 Margin of Purchase Preference

The margin of purchase preference shall be 20%.

3.2 Purchase preference shall be given as specified hereunder (Bidders may pl read in conjunction with relevant clauses of Tender Documents):

3.2.1 Procurements where MSE benefits are not applicable:**

(i)** In all procurements where MSE benefits are not applicable and **where splitting of quantity/divisibility of tender has been specified in the bidding documents**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- Among all qualified bids, the lowest evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the 'Class-I local supplier' will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(i)** In all procurements where MSE benefits are not applicable and **which are not divisible in nature and the same has been specified in bidding documents**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local

supplier' as well as 'Non-local supplier', as per following procedure:

- Among all qualified bids and substantially responsive bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.

(ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.

- (iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes:

- ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.*
- ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*
- *If negotiation happens with the L1 bidder, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above.*
- *Purchase preference would not be applicable where evaluation is based inter-alia on non-price criteria, e.g., QCBS or FBS in Services and Works.*

OR

3.2.2 ** Procurements where MSE benefits are applicable

Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier	"MSE but non-Class-I local supplier"

Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local supplier	"Non-MSE non-Class-I local supplier"

3.2.2.1 ** @Procurement of Goods and / or Services or Works where there is sufficient Local Capacity:

(i)** In case of tenders which are non-divisible and the same is specified in bidding documents :

- ☐ Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ☐ **If L1 is "MSE Class-I local supplier"**, the contract will be awarded to L1.
- ☐ **If L1 is "Non-MSE but Class-I local supplier"**
 - ✓ The lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.

In case none of the MSEs within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(i) In case of tenders which are divisible and the same is specified in bidding documents:**

- ☐ Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ☐ **If L1 is "MSE Class-I local supplier"**, the contract will be awarded to L1.
- ☐ **If L1 is "Non-MSE but Class-I local supplier"**
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.2 ** @ Procurement of Items reserved exclusively for procurement from MSEs

(i) In case of tenders which are non-divisible and the same is specified in bidding documents :**

- ☐ Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ☐ **If L1 is "MSE Class-I local supplier"**, the contract will be awarded to L1.
- ☐ **If L1 is " MSE but non-Class-I local supplier"**

- ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
- ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- ✓ In case none of the Class-I local suppliers within the margin of twenty (20%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(i) In case of tenders which are divisible and the same is specified in tender documents:**

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- **If L1 is "MSE Class-I local supplier"**, the contract will be awarded to L1.
- **If L1 is " MSE but non-Class-I local supplier"**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest

evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.

- ✓ In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3.2.2.3 @Procurement of Goods and / or Services or Works / Packages other than those where there is sufficient Local Capacity**

(i) In case of tenders which are non-divisible and the same is specified in bidding documents:**

- ☐ Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ☐ **If L1 is an "MSE Class-I local supplier"**, the contract will be awarded to L1.

- ☐ **If L1 is not an "MSE Class-I local supplier"**

- ✓ If L1 is a "Non-MSE but Class-I local supplier" or "MSE but non-Class-I local supplier":

The lowest evaluated bidder among the "MSE Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.

In case none of the "MSE Class-I local suppliers" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches

the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

- ✓ If L1 is a "Non-MSE non-Class-I local supplier":

The lowest evaluated bidder among the "MSE Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.

In case none of the "MSE Class-I local suppliers" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, the lowest evaluated bidder among the "MSE but non-Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "MSE but non-Class-I local supplier's" evaluated bid price falling within the margin of fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "MSE but non-Class-I local supplier" subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible "MSE but non-Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "MSE but non-Class-I local supplier" with the next higher evaluated bid within the margin of fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.

In case none of the "MSE but non-Class-I local supplier" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, the lowest evaluated bidder among the "Non-MSE but Class-I local supplier", will be invited to match the lowest evaluated bid (L1) price subject to "Non-MSE but Class-I local supplier's" evaluated bid price falling within the margin of twenty (20%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such "Non-MSE but Class-I local supplier" subject to the latter matching the lowest evaluated bid (L1) price. In case such lowest eligible "Non-MSE but Class-I local supplier" fails to match the lowest evaluated bid (L1) price, the "Non-MSE but Class-I

local supplier" with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.

In case none of the "MSE Class-I local suppliers" or "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" within the margin of purchase preference, as mentioned above, matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

(i) In case of tenders which are divisible and the same is specified in tender documents:**

- ☐ Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ☐ **If L1 is an "MSE Class-I local supplier",** the contract will be awarded to L1.
- ☐ **If L1 is a "Non-MSE but Class-I local supplier"**
 - ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the margin of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - ✓ Balance quantity is to be ordered on the L1 bidder.
- ☐ **If L1 is an "MSE but non-Class-I local supplier"**
 - ✓ 50% of the order quantity shall be awarded to L1.
 - ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price

for the remaining 50% quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.

- ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
- ✓ Balance quantity is to be ordered on the L1 bidder.

□ **If L1 is a “Non-MSE non-Class-I local supplier”**

- ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.

Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for 50% of the remaining quantity [ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.

- ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
- ✓ Balance quantity is to be ordered on the L1 bidder.

3.2.2.4 @Procurement of Goods and / or Services or Works / Packages for which Relaxation in Minimum local content requirement already granted**

Methodology of purchase preference as specified in para 3.2.2.3 above will be applicable

3.2.2.5 ** Procurement of Items reserved for both MSEs and Class-I local suppliers

These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local suppliers" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

3.2.2.6 "Class-II local supplier" will not get purchase preference in any procurement.

3.2.2.7 For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes:

- ☐ ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.*
- ☐ ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*
- ☐ *If negotiation happens with the L1 bidder, the margin of purchase preference (L1+20% / L1+15%, as applicable) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers and/or MSE bidders shall be called to match the new negotiated L1 price as per procedure mentioned*

above.

- ☐ *Purchase preference would not be applicable where evaluation is based inter-alia on non-price criteria, e.g., QCBS or FBS in Services and Works.*

OR

3.2.3 ** Procurements where contract is to be awarded to multiple bidders

In case of tenders, where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, and the same is specified in bidding documents:

The following procedure shall be followed:

- a.** If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents.

However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract.

'Class I Local suppliers' taken in totality shall be considered for award of contract for at least 50% of the tendered quantity.

First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Notes:

- ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to multiple bidders, the aforesaid procedure shall be followed item-wise.*

- ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*

4.0 Deleted

5.0 Verification of Local Content:

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

5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content at the time of execution of the project, or where it is not possible to provide certification at the time of execution of project, 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. In such cases, a penalty upto 10% of the contract value may also be imposed by the Employer. However, contract once awarded shall not be terminated on this account.

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Debarment from Business Dealings of NTPC. However, contract once awarded shall not be terminated.

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

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

@ In case of debarment by NTPC- Such Supplier shall not be eligible for evaluation, in case of debarment by any other entity except NTPC- Such Supplier shall not be eligible for preference.

- 5.7** E-way/Dispatch Documents etc. shall be issued from the Place of Dispatch/Work Address as mentioned in the Self Declaration of Local Content at the time of submission of bid, unless there are valid reasons for change in Place of Dispatch/Work Address to be supported with documentary evidence by the supplier (e.g. dispatch from testing facility, etc.), failing which the material is liable for rejection and action may be initiated against the vendor as per provisions of the bidding documents.

[Clause 5.7 is applicable in procurement of goods only]

6.0 Reciprocity Clause

Entities of countries which have been identified by MoP as not allowing Indian companies to participate in their Government procurement for any item related to Power Sector shall not be allowed to participate in procurement of such item(s), except for the list of items published by the MoP permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

7.0 Testing and Verification

The Employer may undertake third party testing and verification of the products at any stage of the procurement process/after completion of procurement, in compliance with technical regulations inter alia including "Electronics and IT Goods (Requirements for Compulsory Registration) Order, 2021 ", "Mandatory Testing and Certification of Telecom Equipment (MTCTE)" and various other Quality Control Orders (QCOs) to ensure safety, security and other public interest requirements.

8.0 Local Sourcing

8.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.

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

9.0 Complaints pertaining to Local content declaration/value addition may be addressed

by the complainant to the committee constituted by MoP, for independent verification

of self-declarations and auditor's / accountant's certificates on random basis and in

the case of complaints. The composition of the committee is as specified in MoP

Order ref. no. A-1/2021-FSC-Part(5) dated 16.11.2021.

Annexure–III of BDS

**Format of Undertaking
(To be sent by Issuing Insurer through official email-ID
to dealing executive of NTPC before the submission deadline of Bid)**

From: xxxbank@xxxxxx.in

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

We have issued Insurance Surety Bond 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 Insurance Surety Bond.

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 Insurance Surety Bond.

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

We undertake not to cancel the afore mentioned Insurance Surety Bond No. without written consent / instruction from NTPC.

(Name of Bank Official)

Authority No.



NTPC LIMITED
(A Government of India Enterprise)

Section–V

SPECIAL CONDITIONS OF CONTRACT (SCC)

**UNIFIED SHARED SERVICE CENTRE,
C&M GROUP-1, RAIPUR**

(This document is meant for the exclusive purpose of bidding against this package and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

Package:	SECTION-V SCC	Page 1 of 11
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SECTION - V

SPECIAL CONDITIONS OF CONTRACT

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

NAME OF PACKAGE:

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
1.0	Definitions (GCC Clause 1)	Name & Address of Employer NTPC Limited NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi - 110003 E-mail: ilaanand@ntpc.co.in / amittiwari@ntpc.co.in Registered Office Address: “NTPC Bhawan” Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India.
2.0	Laws governing the Contract (GCC Clause 6.1)	This Contract shall be governed by the Indian laws for the time being in force. The Courts at Raipur shall have jurisdiction, in all matters.
3.0	Settlement of Disputes (GCC Clause 7) GCC Sub-Clause 7.3.3	Place of Arbitration: Delhi
4.0	GCC Clause 24.11	Amount linked to Safety Aspects/ compliance to Safety Rules- Applicable/Not Applicable Minimum percentage: Y= 2.00%
5.0	GCC Clause 7.2	Not Applicable (<i>Applicable only for Corporate packages of Hydro Projects</i>)
6.0	GCC Clause 7.3	Applicable/Not Applicable (<i>Applicable only for tenders having Integrity Pact provisions</i>)
7.0	GCC 7.2.1.	~~(Appointment, Selection and Removal of IEs/Experts)~~ ~~The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-IV.~~
Package:		SECTION-V SCC
		Page 2 of 11

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
8.0	GCC 7.2.II.(iii)	~~(Standard Operating Procedure (SOPs) for Independent Engineer (IE))~~ ~~Rs. 5,000/- per day shall be imposed on either party for failure to provide necessary information sought by IE during the course of investigation in time bound manner and the share of expenses of other party on IE shall be correspondingly reduced by above amount.~~
9.0	GCC 7.2.III	~~(Terms and Conditions for Payments to 'Independent Engineer')~~ ~~Retainer fee shall be Rs.*... per month fixed for FY*.....~~ ~~Site Visit Fee shall be Rs**.... per day fixed for FY**.....~~ ~~*Retainer fee shall be Rs. 1,10,000 per month fixed for FY 2022-23. For tenders issued in subsequent financial years, the retainer fee with an increment of 10% (i.e. Rs 1,21,000 for FY 2023-24, Rs 1,32,000 for FY 2024-25 and so on).~~ ~~**Site Visit Fee shall be Rs 22,000/- per day fixed for FY 22-23. For tenders issued in subsequent financial years, the Site visit fee with an increment of 10% (i.e. Rs 24,200 for FY 2023-24, Rs 26,620 for FY 2024-25 and so on).~~
10.0	GCC 7.3	~~(Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)~~ ~~The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.~~
11.0	GCC 7.4.2.2	~~(Conciliation Committees of Independent Experts)~~ ~~The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-V.~~
12.0	GCC Clause 22.1.1 & 22.1.2	Existing GCC Clause No. 22.1.1 & 22.1.2 shall be read as under: 22.1.1 Within Fifteen (15) days from the date of Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier, the successful Bidder shall furnish to the Employer a Contract Performance Guarantee (CPG) towards faithful performance of the Contract for an amount equivalent to 2.5% of the Contract Price. 22.1.2 The successful Bidder also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price within Fifteen (15) days from the date of Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier. In case of the successful Bidder who furnishes Initial Contract Performance Guarantee, the Employer shall at the time of making any payment to him for the work done under the Contract, deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount accepted for payment until the total amount of Contract Performance Security so deducted including the amount of Initial Contract Performance Guarantee becomes equal to 5 % (2.5% for MSE-SC-ST or MSE Women Agencies) of the Contract Price.

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
13.0	GCC Cl. 22	Addition of GCC Clause No. 22.4: a) All physical BGs ~~except BG issued by a Bank outside India and Insurance Surety Bonds (against Performance Guarantee or Additional Security) except those issued by an Indian Insurance company outside India, shall be received from issuing Bank/Insurance company directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:~~ Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008 The e-Bank Guarantee/ Insurance Surety Bond shall be issued on e-stamp paper /Non-Judicial stamp paper of appropriate value as per applicable Stamp Act(s). b) A soft copy of the physical BG/ Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/ Insurance company. c) All such Guarantees will necessarily contain the Employer's Name and Address as specified hereunder: NTPC Limited NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi – 110003 d) All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity. e) Minimum extension of any BG/ Insurance Surety Bond should be three months along with 90 days of claim period from the revised date of expiry. f) ~~Confirmation of physical BGs through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for E-BGs through NESL platform)~~ ~~While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:~~ ~~(i) Bank Name: ICICI Bank Limited~~ ~~(ii) Branch: CONNAUGHT PLACE BRANCH~~ ~~(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI 110001~~ ~~(iv) IFSC Code: ICIC0000007~~

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
		~~BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:~~ ~~BG advising message: IFN 760COV/ IFN 767COV via SFMS~~ ~~Field Number: Particulars (to be mentioned in Row 1)~~ ~~7037: NTPCBG (unique identifier)~~ g) Performance Security amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of e-BG/Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security/Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable. The contractor/its assignee/collaborator/associate/JV Partner (if applicable), may, deposit aforesaid amount through NTPC Customer Receipt portal only which can be accessed at https://pgw.ntpclakshya.co.in:5443/Default.aspx. A Step-by-step guidance Manual for the remittances against Performance Security through NTPC Customer Receipt portal is enclosed as Annexure-B2 SCC. In addition, in case a contractor/its assignee/collaborator/associate/JV Partner (if applicable), chooses to submit BG against performance securities/Advance, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.
14.0	GCC Clause 23.3	Rate of interest for mobilization advance and equipment advance shall be [SBI 1-year MCLR as on 01st April of applicable year + 100 bps] per annum.
15.0	Contract Price Adjustment (GCC Clause 25)	As per Technical Specifications and Terms & Conditions' (Section-VI) 25.1 to 25.15 stand deleted.
16.0	Time for Completion (GCC Sub-Clause 29.2)	Details as per SECTION-VI (SCOPE OF WORK).
17.0	Liquidated damages for Delay (GCC Sub-Clause 29.6) GCC Sub-Clause 29.6.1	Liquidated damages for Delay: As per Scope of Work (if not mentioned in SOW then as below:) GST extra as applicable shall be levied on Liquidated Damages.
Package:		SECTION-V SCC
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SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract										
		(i) The Liquidated damages on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete. <table><tr><td>(a)</td><td>Completion period (as originally stipulated) not exceeding 6 months.</td><td>@ 1 percent per week.</td></tr><tr><td>(b)</td><td>Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.</td><td>@ ½ percent per week</td></tr><tr><td>(c)</td><td>Completion period (as originally stipulated) exceeding 2 years.</td><td>@ ¼ percent per week</td></tr></table> Provided always that the total amount of Liquidated damages for delay to be paid under this Condition shall not exceed the undernoted percentage of the Contract value or of the Contract value of the item or group of items of Work for which a separate period of completion is given: (a) Completion period (as originally stipulated) not exceeding 6 months. 10 percent (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. 7½ percent (c) Completion period (as originally stipulated) exceeding 2 years. 5 percent		(a)	Completion period (as originally stipulated) not exceeding 6 months.	@ 1 percent per week.	(b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	@ ½ percent per week	(c)	Completion period (as originally stipulated) exceeding 2 years.	@ ¼ percent per week
(a)	Completion period (as originally stipulated) not exceeding 6 months.	@ 1 percent per week.										
(b)	Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years.	@ ½ percent per week										
(c)	Completion period (as originally stipulated) exceeding 2 years.	@ ¼ percent per week										
18.0	Materials for the performance of the Contract (GCC Clause 34.(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: - NIL [As defined under 'Technical Specifications and Terms & Conditions' (Section-VI)]										
19.0	Construction Power and Construction Water Supply and Staff/ Labour Colony (GCC Clause 41 & 41.2)	As per 'Technical Specifications and Terms & Conditions' (Section-VI), if not mentioned, then as per GCC.										
20.0	Defect Liability Period: (GCC Clause 45)	As per SECTION-VI (SCOPE OF WORK), If not mentioned there, then as per GCC.										
21.0	Employer's and Contractor's	Insurance Cover: Amounts and Deductibles: ----- <table><tr><th>Insurance</th><th>Amount insured</th><th>Deductible</th><th>Conditions</th></tr><tr><td colspan="4"> </td></tr></table>		Insurance	Amount insured	Deductible	Conditions					
Insurance	Amount insured	Deductible	Conditions									
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SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
	Risks and Insurance (GCC Clause 46.5.2)	----- ----- Minimum as per policy-----
22.0	GCC Clause	New GCC clause 50.6 as under: GCC Clause No. 50.6 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 50.1 above, in so far as it concerns suspension of part of the Works or whole of the balance, the Contractor shall be entitled to the following compensation: The Bank Guarantee Charges and Insurance Charges for the extended period, pursuant to GCC Clause 50.3, shall be reimbursed at actuals based on the written request of Contractor. The reimbursement of BG charges shall be made on the basis of documentary evidence submitted by the Contractor (such as debit advice of Bank) along with a Certificate from the issuing Bank as per the format enclosed in Section-VIII (Forms & Procedures). Further, the reimbursement of Insurance charges shall also be made on the basis of documentary evidence submitted by the Contractor. In addition, the Contractor should obtain Insurance Policy directly from the Insurance Company and not through Brokers. The aforesaid reimbursement of Bank Guarantee Charges and Insurance Charges shall be inclusive of GST.
23.0	Add New Clause	(i) For the purpose of Integrity Pact, "Sub-contractor" shall mean only the approved Sub-contractor by the Employer for specific Work(s) at Site. The Contractor shall not be allowed to sub-contract Work(s) to any approved agencies for a sub-contracting work as provided in the Contract or to Contractor for which approval by Employer is required, as per GCC sub-clause 30.1, unless such sub-contractor has agreed to abide by and sign the Tripartite Integrity Pact as in the section 'Forms & Procedures' of the bidding document, before start of work by respective sub-contractor. Tripartite Integrity Pact as in the section "Forms and Procedures" of the bidding documents, shall be signed by the Project Manager or his authorized representative, Contractor & Sub-contractor and the original copy of the same shall be submitted by Contractor to NTPC Project Manager, prior to commencement of work by Sub-contractor. This Tripartite Integrity Pact shall also form part of the Contract.

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract													
		The Nodal officer for necessary coordination with Independent External Monitors shall be as under: <table><tr><td>(i)</td><td>Concerned Group Head in CC&M:</td><td>if the issue pertains to awarding of contract by CC&M</td></tr><tr><td>(ii)</td><td>Concerned Group Head of C&M under respective CPG of USSC</td><td>if the issue pertains to awarding of Contract by USSC</td></tr><tr><td>(iii)</td><td>Concerned Head of Department</td><td>if the issue pertains to other departments</td></tr><tr><td>(iv)</td><td>Head of Project/ Station</td><td>if the issue pertains to post award execution or award of Contract by Project/ Station</td></tr></table>		(i)	Concerned Group Head in CC&M:	if the issue pertains to awarding of contract by CC&M	(ii)	Concerned Group Head of C&M under respective CPG of USSC	if the issue pertains to awarding of Contract by USSC	(iii)	Concerned Head of Department	if the issue pertains to other departments	(iv)	Head of Project/ Station	if the issue pertains to post award execution or award of Contract by Project/ Station
(i)	Concerned Group Head in CC&M:	if the issue pertains to awarding of contract by CC&M													
(ii)	Concerned Group Head of C&M under respective CPG of USSC	if the issue pertains to awarding of Contract by USSC													
(iii)	Concerned Head of Department	if the issue pertains to other departments													
(iv)	Head of Project/ Station	if the issue pertains to post award execution or award of Contract by Project/ Station													
24.0	GCC Clause 26.4.3	Replace the existing Clause 26.4.3 with the following In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.													
25.0	Anti-Bribery and Anti-Corruption (ABAC) Policy	The Contractor and its employees along with its Associate/ Collaborator/ Subcontractors / 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'. The Contractor and its employees along with its Associate/ Collaborator/ Subcontractors / 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.													
26.0	Policy for Debarment from Business Dealings (GCC Clause	The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.													
27.0	BID VALIDITY	120 DAYS													

SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
28.0	The following provisions are also added in Settlement of Disputes (GCC Clause no 7) as follows:	(a) 7.2.I (Appointment, Selection and Removal of /Es/Experts) <i>The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-IV</i> (b) 7.2. II (iii) (Standard Operating Procedure (SOPs) for Independent Engineer (IE)) Rs. 5,000/- per day shall be imposed on either party for failure to provide necessary information sought by IE during the course of investigation in time bound manner and the share of expenses of other party on IE shall be correspondingly reduced by above amount. (c)GCC 7.2.III (Terms and Conditions for Payments to 'Independent Engineer] <i>Retainer fee shall be Rs 100000.00..... per month fixed for FY 2025-26</i> <i>Site Visit Fee shall be Rs 20000.00 per day fixed for FY 2025-26</i> <i>The aforesaid fees shall be subject to change as per guidelines issued by Ministry of Power regarding 'Terms and Conditions for Payments to Independent Engineer', from time to time.</i> (d) GCC 7.3 (Mediation through Independent External Monitor (IEMs) <i>The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.</i> (e) GCC 7.4.2.2. (Conciliation Committees of Independent Experts) <i>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-V.</i>
29.0	ABNORMALLY LOW RATED ITEMS	<i>If the rates/prices finalized with successful Bidder(s) are found to be having a variation of more than (-)10% in relation to Employer's estimate of the cost of work to be performed under the contract, then such work shall be identified as "Abnormally Low Rate (ALR)".</i> <i>In such case, all the successful Bidder(s) shall be required to furnish an 'Additional Security Deposit' in the form of Bank Guarantee (BG) or Insurance Surety Bond (ISB) of an amount</i>
Package:		SECTION-V SCC
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SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract						
	equal to 50% of the 'Cumulative Differential Amount' (against all ALR Items under the BOQ of the Bid)', as illustrated below:							
	S. No.	Estimated value, Incl. GST	Quoted value , incl of GST	Finalised premium/ discount – based on L-1 Bidder's quotation	Whether ALR Item	'Cumulative Differential Amount' for ALR Item		Amount of Additional BG (Rs) – to be submitted by all successful bidders who matches L-1 finalised Rates*
	I	II	III		IV	V	VI = V-III	VII=VI * 0.50
	Cas e-I	Rs. 18.95Cr	Rs 18.00 Cr	5% discount than NTP C Estimate	NO	Not applicable		
	Cas e-II	Rs.18.95 Cr	Rs.16.10 Cr	15% discount than NTP C Estimate	Yes (all Items)	Rs.18.95Cr - Rs.16.10 Cr =Rs. 2.84 Cr	Rs. 1.42 Cr	
*All the Bidders who agree to match the L-1 finalized rates will be required to furnish Additional Security Deposit as of an amount equal to 50% of the 'Cumulative Differential Amount' as illustrated above. In case of splitting, the amount of Additional Security Deposit will be split among the successful bidders who agree to match the L-1 finalized rate.								
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SCC Cl. No.	GCC Clause Ref, if any	Special Condition of Contract
		The Additional Security Deposit has to be submitted within 15 days of issuance of PO/LOA, initially valid up to 90 days beyond the validity period of the PO/LOA. In case of delay in completion of work awarded under the Purchase Orders (PO), the Contractor shall be required to extend the Additional Security Deposit till 90 days beyond the successful completion of the work or the 90 days beyond the validity period of PO/LOI, whichever is later. This Additional BG shall be discharged after completion of the contract. However, Additional Security Deposit may be reduced on pro-rata basis upon successful execution of ALR Items on Three Monthly basis.
30.0		Timeline for Bid Submission: The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be held responsible or liable in any manner for the same. Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and time to avoid any inconvenience or risk of non-submission."

Enclosures:

1. Annexure-I: Competent Authority for the purpose of registration of sub-contractor/ sub-vendor from a country which shares a land border with India
2. Annexure-II: FAQs of Vendor Payment Portal for Vendors
3. Annexure-III: Panel of Experts for appointment as Independent Engineer
4. Annexure-IV: Panel of Conciliation Committees of Independent Experts (CCIE)
5. Annexure-V: Policy_for_Debarment_from_Business_Dealingsrev-04

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

**APPLICABLE FOR E-TENDERS INVITED FOR CIVIL PACKAGES TENDERED ON DCB BASIS
FOLLOWING SINGLE STAGE TWO ENVELOPE BIDDING**

REV. DATED 25.11.2022

INSTRUCTIONS TO BIDDERS (ITB)

TABLE OF CLAUSES

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4.0	BIDDER'S SITE VISIT
5.0	CONTENT OF BIDDING DOCUMENTS
6.0	CLARIFICATION OF BIDDING DOCUMENTS
7.0	PRE-BID CONFERENCE (If specified in the NIT/Tender Enquiry/BDS)
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23.0	EVALUATION AND COMPARISON OF BIDS
24.0	AWARD CRITERIA
25.0	EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 26.0 LETTER OF AWARD**
- 27.0 CONTRACT PERFORMANCE SECURITY / INITIAL CONTRACT PERFORMANCE SECURITY**
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- 29.0 INELIGIBILITY FOR FUTURE TENDERS**
- 30.0 ADHERENCE TO NTPC SAFETY RULES**
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- 32.0 POLICY FOR DEBARMENT FROM BUSINESS DEALINGS**
- 33.0 ESSENTIALITY CERTIFICATE**
- 34.0 CUSTOM DUTY BENEFITS**
- 35.0 INTEGRITY PACT**
- 36.0 Restrictions on procurement from a Bidder of a country which shares a land border with India**
- 37.0 Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers**
- 38.0 Corrupt or Fraudulent Practices**
- 39.0 Anti-Bribery and Anti-Corruption (ABAC) Policy**

INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1.0 INTRODUCTION

1.1 Employer (**As specified in BDS**) wishes to receive bids for the Package named in Bid Data Sheet/ NIT/IFB.

1.2 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

2.0 SOURCE OF FUNDS

2.1 Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

3.0 CONFLICT OF INTEREST

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. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bids; or
- c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
- e) Bidder participates in more than one bid in this bidding process.

For the purposes of this clause the term ‘control’ shall have the following meaning: “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.

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

- 3.2 Bidders shall certify their compliance to Clause “Conflict of Interest” by accepting the following condition through undertaking as per Attachment-15:

“Do you certify full compliance to all provisions of Bidding Document?”

Acceptance of above condition shall be considered as Bidder’s confirmation that Bidder has read and understood the Clause regarding “Conflict of Interest” and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.

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

4.0 **BIDDER’S SITE VISIT**

- 4.1 The Bidders are advised to visit the Site to familiarize themselves with the nature and quantum of work and site condition and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

PART B - BIDDING DOCUMENTS

5.0 **CONTENT OF BIDDING DOCUMENTS**

- 5.1 The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with amendments, if any, issued in accordance with ITB Clause 8.0 below.

A) GeM General Terms and Conditions (GTC),

B) GeM Product / Service specific Special Terms and Conditions (STC) including Service Level Agreement (SLA),

**C) BID/Reverse Auction Specific Additional Terms and Conditions (ATC):
Comprising of following sections:**

I Invitation for Bids (IFB)/ Notice Inviting Tender (NIT)

II Instructions to Bidders (ITB)

III Bid Data Sheet (BDS)

- IV General Conditions of Contract (GCC)**
- V Special Conditions of Contract (SCC)**
- VI Technical Specifications and Bid Drawings (Scope of Supply/Service)**
- VII Schedule of Quantities (SOQ)**
- VIII Forms and Procedures**

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GeM GTC and STC in case of any conflicting provisions.

- 5.2 The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.

- 5.3 **Bid Drawings**

The Bidder is requested to refer the Technical Specifications for the provisions in this regard.

- 6.0 **CLARIFICATION OF BIDDING DOCUMENTS**

- 6.1 A prospective Bidder requiring any clarification of the Bidding Document shall put the query at online portal. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the timeline specified.

EMPLOYER will post the Clarifications at online portal. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the online portal.

- 7.0 **PRE-BID CONFERENCE** *(If specified in the NIT/Tender Enquiry/BDS)*

- 7.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc. The Employer will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre-bid conference unless otherwise fixed or informed in the IFB/NIT.

- 7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the

Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

7.3 Record notes of the pre-bid conference including the Employer's response to the queries raised by the Bidders in writing may be prepared and transmitted to all the prospective Bidders by the Employer. Further, any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the Bidding Documents. The record notes of the pre-bid conference shall not be treated as amendment to the Bidding Documents.

7.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.

8.0 **ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS**

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

The corrigendum/amendment will be posted in the tender on the online portal for viewing by the Bidder. The corrigendum/amendment 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 Corrigendum/ Amendments, if any.

To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

PART C - PREPARATION OF BID

9.0 **COST OF BIDDING**

9.1 Not applicable for GeM tenders.

10.0 **LANGUAGE OF BID AND UNITS OF MEASURE**

10.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English, in which case, for the purpose of interpretation of the bid such translations shall govern.

The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the

Country where the documents have been issued or the Embassy of that Country in India.

10.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

11.0 DOCUMENTS COMPRISING THE BID

11.1 Bids are invited on 'Single Stage Two Envelope' e-bidding basis. Bidders are required to submit proposal on-line on GeM portal (www.gem.gov.in) by the last date and time' of submission of Techno-Commercial Proposal and Price Proposal as stipulated at online portal.

11.1.1 Techno-Commercial Proposal

The Techno-Commercial Proposal comprises of following two categories of documents:

[A] **Documents to be submitted in physical form in separate sealed envelope(s):**

(a) **Attachment 1: Bid Security (If specified in the NIT/Tender**

Enquiry):

Bid Security shall be furnished in accordance with ITB Clause 14 in a separate sealed envelope. Bid not accompanied by the requisite Bid Security, in a separate sealed envelope, or bid accompanied by Bid Security of insufficient value, shall not be entertained and in such case, the bid shall be returned to the Bidder without being opened pursuant to ITB Sub-Clause 14.4.

(b) **Attachment-2: Documents related to legal status of Bidder.**

The Bidder and his associate, as the case may be, shall furnish the following declarations, information, legal documents so as to ascertain his/their legal status:

(i) **Power of Attorney**, duly authorized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13. The Authority of the person issuing the Power of Attorney shall also be submitted.

Regarding submission of Power of Attorney, Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder / Collaborator(s) / JV partners, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid on the online portal.

(ii) **The Deed of Joint Undertaking (if applicable)** as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".

(iii) **The Joint Venture/Consortium Agreement (if applicable)** as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".

(c) **Integrity Pact (If applicable)**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer through Attachment-15. Where the joint ventures(s)/ Consortium are permitted to participate in the bid as per the qualifying requirements, the signing of Integrity Pact (IP) by all Joint Venture(s) Partner(s) / Consortium members is mandatory.

If the owner has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), the owner shall encash the Performance Bank Guarantee/ Security Deposit, in accordance with Section-4 of "Integrity Pact".

[B] Documents to be submitted online at GeM portal

The Bid Form (Techno-Commercial Bid) as per Section-VIII, Part 1 of 3, duly completed together with attachments as mentioned below shall be uploaded at online portal (As below):

- (a) **Attachment 1: Bid Security (If specified in the NIT/Tender Enquiry):**
(To be given offline in physical form as above and scanned copy to be uploaded on the portal)

Scanned copy of Bid Security [submitted in Original as per ITB Clause A(a) above and ITB Clause 14] to be uploaded at online portal.

- (b) **Attachment 2: Documents related to legal status of Bidder**
(To be uploaded on the portal)

The Bidder and his associate, as the case may be, shall furnish the following declarations, information, legal documents so as to ascertain his/their legal status and to check that the person(s) signing the bid has/have the authority to sign the bid; and thus that the bid is binding upon the Bidder and his associate during the full period of its validity in accordance with ITB Clause No.13.

1. In case of Sole Proprietorship Concern

- i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
- ii) Specimen signature of the Proprietor duly attested by a scheduled Bank or First Class Magistrate.
- iii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.

2. In case of Partnership Firm

- i) Certified photocopy of the Partnership Deed, with upto date amendments (if any).
- ii) Registration certificate issued by the Registrar of Firms concerned.
- iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.
- iv) Specimen signature of all the partners of the firm duly attested by a scheduled Bank or First Class Magistrate.

3. In case of Private Limited Companies

- i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.
- ii) Certificate of incorporation of the Company.
- iii) Board resolution authorising the Executive Director(s) to sign the bid/ execute contracts/agreements etc. and affix common seal thereon in accordance with the provision of Articles of Association of the Company.

OR

Original Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc.

- iv) Specimen signatures of the Executive Director(s)/ authorised person as in (iii) above, duly attested by a scheduled Bank or First-Class Magistrate.

4. In case of Public Limited Companies and Statutory Corporations.

- i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
- ii) Certificate of Incorporation of the company - In case of public limited Co. only.
- iii) Certificate of Commencement of Business - In case of public limited Co. only.
- iv) Board resolution authorising the Director(s)/ Executive Director(s) to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company.

OR

Original Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.

- v) Specimen signature of the Director(s)/ Executive Director(s)/ authorised person as in (iv) above, duly attested by a scheduled Bank or First-Class Magistrate.

5. In case of Consortium/ Joint Venture bid (**Applicable in case of Consortium/Joint Ventures as specified in QR**)

- i) The information listed in Qualifying Requirements in Bidding Data Sheet shall be submitted for each Joint Venture or Consortium partner.
- ii) The bid shall be signed so as to be legally binding on all partners.
- iii) One of the partners shall be nominated as being in charge and shall be designated as leader; this authorisation shall be evidenced by submitting with bid, a power of attorney signed by legally authorised signatories of all the partners.
- iv) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium.

The entire execution of the contract shall be done by Joint Venture/Consortium. The records of execution of work by Partners of Joint Venture/Consortium shall be kept at site.

The bidder shall open a Bank Account at site in the name of Joint Venture/Consortium and the Employer shall release all the payment into that account.

- v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (iii) above as well as in the Bid Form and in the Agreement (in the case of a successful bid) and.
- vi) Original Joint Venture / Consortium Agreement entered into by the Joint Venture or Consortium partners shall be submitted with the bid. The Joint Venture or consortium Agreement shall clearly specify the work and responsibility of each partner.
- vii) Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- viii) A copy of the Partnership Deed/Memorandum of Association/Certificate of incorporation of the prime bidder and all the Joint Venture Partners shall also be enclosed.

(c) **Attachment 3: Bidder's Qualifications**
(To be uploaded on the portal)

Documentary evidence establishing that the Bidder is qualified to perform the contract shall be furnished in Attachment-3 to the bid. The documentary evidence of the Bidder's qualifications to perform the contract, if his bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the capabilities and capacities necessary to perform the contract and meet the experience and other criteria outlined below:

The Bidder shall provide satisfactory evidence that he and/or, where applicable, his Collaborator/Associate

- (i) Regularly undertake the execution of the type of work specified and has relevant experience.
- (ii) Does not anticipate a change in ownership during the proposed period of execution of Works (if such a change is anticipated, the scope and effect thereof shall be defined).
- (iii) Has adequate financial stability and status to meet the financial obligations pursuant to the Works covered in the Bidding Documents.
- (iv) Has adequate capability and capacity to perform the Works properly and expeditiously within the time period specified.

In addition to the general requirements stipulated above, the Bidder should also-specifically meet the qualifying requirements stipulated in NIT. However, the documentary evidence of the proposed sub-contractor's qualifications against the sub qualifying requirements if so specified in the bidding

documents, shall also be furnished in Attachment - 3. - See Sub-Clause (g) below.

Bidders are required to furnish the details of past experience based on which selection is to be made as per format enclosed in the bidding documents and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC 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.

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).

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.

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.

*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 on **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 as noted below before proceeding to engage them for document certification.*

The following link may be referred for contact details and accreditation validity of 36 TPIA Agencies as listed on the website:

<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.

The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

The reference works whose details have been declared in their bid shall only be considered to ascertain the bidder's compliance to the specified qualifying Requirement (QR).

Notwithstanding anything stated above, the Employer reserves the right to undertake- a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

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

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in both Section - ITB and in Section – BDS.

Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following condition through undertaking as per Attachment-15:

"Do you certify full compliance on Qualifying Requirements"

Acceptance of above condition shall be considered as bidder's confirmation to the following conditions:

- (a) The reference Plants/Orders declared by Bidder in the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Bid Data Sheet (BDS)/Tender Documents.
- (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.

NOTES:

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.

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.

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.

(c1) **Attachment 3A**

-Deleted -

(c2) **Attachment 3B: Certificate Regarding Ownership change**

(To be uploaded on the portal)

Declaration by the Bidder conforming that they do not anticipate any in change ownership during proposed period of execution of the work (if such a change is anticipated, the scope and effect there of shall be defined).

(d) **Attachment 4: List of similar Works on hand & percentage completed**

(To be uploaded on the portal)

The Bidder shall provide the details of similar works being executed by him in Attachment – 4 to his bid.

(e) **Attachment 5: List of Contracts executed**

(To be uploaded on the portal)

The Bidder shall furnish the details of the Contracts executed by him in the last ten (10) years in Attachment – 5 to his bid.

(f) (i) **Attachment 6: Equipment/ Machinery deployment Schedule**

(To be uploaded on the portal)

The Bidder shall indicate the quantum and schedule of the equipment/ machinery/ lab equipment etc. he proposes to deploy for the work under this bid.

(ii) **Attachment 6A: Safety Equipment & Safety Personal Protective Equipment** *(To be uploaded on the portal)*

The Bidder shall indicate the quantum and schedule of the Safety Equipments and Safety Personal Protective Equipments etc. he proposes to deploy for the Work under this bid over and above the minimum requirement mentioned in the **Attachment-6A**.

(g) **Attachment 7: Subcontractors Proposed by the Bidder**
(To be uploaded on the portal)

The Bidder shall furnish the names of the agencies for each sub-contract(s) alongwith the broad scope of work for each of the sub-contracting works proposed for subcontracting. The Bidder shall not propose sub-contracting of the whole of the Works. The subcontracting of Work shall preferably be of a sizeable quantum of work in specific work areas. While proposing the sub-contractor(s), Bidder should consider the progress/ requirements as per work schedule and accordingly assess the capacity & capability of the agency(s). The Bidder shall also furnish the complete credentials of each of the agencies in Attachment- 7 which inter-alia shall include the following:

- (i) Details of similar works executed in Industrial/Infrastructure projects in the last seven (7) years including achievements. Details shall clearly indicate the name, address & contact details of the client, period of execution, the nature/scope of work, major civil/structural/architectural quantities in his scope and physical progress achieved on monthly/yearly basis.
- (ii) List of plant & equipment proposed for deployment indicating whether the plant & equipment are lying idle and/or will be diverted from other works indicating likely date of release by client.
- (iii) Details of technical manpower available for deployment.
- (iv) Details of financial status for last three (3) years.
- (v) Letter of confirmation from the proposed sub-contractor, signifying his confirmation to execute the work.

(h) **Attachment 8: List of Financial Documents**
(To be uploaded on the portal)

Following documents shall be furnished in Attachment - 8 to the bid:

1. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package.

2. Balance Sheet and Profit and Loss Account Statement (of last 3 years duly certified by a practicing Chartered Accountant).
3. List of immovable assets of proprietor/ partners (In case of Proprietary/ Partnership firm).
4. Cash flow statement for execution of the subject package. ("**TO BE SUBMITTED WITH THE PRICE BID**")
5. PAN Number
6. GST Identification Number (GSTIN)

(i) **Attachment 9: General Declaration of Bidder**
(To be uploaded on the portal)

Declaration that the Bidder has carefully examined the Bidding Documents in totality and his authorised personnel have visited the site for assessment of all factors for the purposes of bidding.

(j) **Attachment 10: Details of Accidents**
(To be uploaded on the portal)

The Bidder shall furnish the details of the fatal/non-fatal accidents taken place in the last three (3) years in various works executed/ being executed by the Bidder.

(k) **Attachment 11: Electronic Fund Transfer Authorisation Form**
(To be uploaded on the portal)

Authorisation Form for release of payments through Electronic Fund Transfer System.

(l) **Attachment 12 : Integrity Pact (If applicable)**
(To be accepted in attachment-15)

Integrity Pact Signed between the employer and the Bidder/ Contractor

Attachment 12A: DETAILS OF FOREIGN PRINCIPALS OF INDIAN BIDDERS (If applicable)

(To be uploaded on the portal)

The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates

(m) **Attachment 13: Information regarding Safety Management**
(To be uploaded on the portal)

Bidder shall furnish the Safety Plan, duly filled in as per EMPLOYER's Format. Based on the Safety Plan proposed by the Bidder, "Safety Plan" shall be discussed and finalized at Site and shall be approved by Engineer-In-Charge/ Head of Project before start of work at Site.

(n) **Attachment 14: Declaration regarding GST**
(To be uploaded on the portal)

The bidder shall necessarily mention the GST applicable in the Schedule of Quantities. Further, the services covered under RCM must be declared in Attachment 14 of Forms & Procedures (Section VII) and specify the GST applicable. However, levies, royalty, fees etc., if any, shall be included in the price.

(o) **Attachment 15: Undertaking for Compliance of Important Conditions**
(To be uploaded on the portal)

Bidders are required to unconditionally accept & furnish the undertaking for compliance of Important Conditions as per Attachment-15 to the Bidding Documents and upload the same on portal.

Bidder's failure to comply with the aforesaid requirement regarding the submission of 'Undertaking for Compliance of Important Conditions' may lead to rejection of bid.

Other Attachments, if any, shall be as stipulated in BDS.

11.1.2 The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.

11.1.3 **Price Proposal**

The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties) on lumpsum basis on GeM portal.

Bidder has to mandatorily quote GST (%) as applicable seven (7) days prior to last date of Bid Submission in the Attachment-14.

11.2 **Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.**

11.3 Filling the information in the Attachment-14 with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at

the time of enlistment/earlier tenders” etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for.

12.0 BID PRICES AND PRICE BASIS

- 12.1 The currency of the bid and currency of payment shall be Indian Rupees.
- 12.2 The Bidder shall quote their price on lumpsum basis for all items of Works described in the Schedule of Quantities. The rates/prices quoted shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents.
- 12.3 The rates/amount quoted shall be inclusive of all taxes, duties, levies, fees, royalty, etc, and Goods and Service Tax (GST). The Goods and Services Tax (GST) applicable on all items of Works described in the Schedule of Quantities, shall be mentioned separately in Attachment-14. The GST mentioned by the bidder shall be as applicable in the Employer’s country as on seven (7) days prior to the deadline for submission of Techno- Commercial Bids.
- 12.4 The award of the Contract shall be on 'Works Contract' basis. The Employer shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on the items of Works Contract described in the Schedule of Quantities. However, the taxes, duties & levies as may be applicable on the materials used for Works Contract shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Further, in case of any variation in the rates of the GST after the date seven (7) days prior to deadline set for submission of the Techno-Commercial bids, the same shall be paid/ reimbursed to/ recovered from the Contractor subject to submission of documentary evidence.
- 12.5 It shall be incumbent upon the successful Bidder to obtain a registration certificate under the GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the successful Bidder to the Employer. If the successful Bidder intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
- 12.6 The Bid Price shall also be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening.
- 12.7 If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the successful bidder becomes liable there under to pay and actually pays the said new tax, duty or levy

for bonafide use on the Works contracted, the same shall be reimbursed to the Successful Bidder against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.

- 12.8 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as per ITB Sub-Clauses 12.4, 12.5, 12.6 and 12.7 above, would be restricted only to direct transactions between the Employer and the successful bidder.
- 12.9 The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.
- 12.10 The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them.
- 12.11 Unless otherwise provided in the Bid Data Sheet and Special Conditions of Contract, the rates and prices quoted by the Bidder will be subject to adjustment for price escalation during the performance of the Contract in accordance with GCC Clause 25. Any bid stipulating Price Adjustment provisions other than those specified in GCC Clause 25 shall run the risk of rejection.

13.0 **BID VALIDITY**

- 13.1 The bidder shall initially keep his bid (both Techno-Commercial Bid and Price Bid) valid for a period of Four (4) months from the date of opening of Techno-commercial Bid. The bidder agrees not to vary, alter or revoke his bid either in whole or in part during that period.
- 13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his bid security/ EMD for the period of the extension.

14.0 **BID SECURITY / GUARANTEE / EARNEST MONEY**

- 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Bid Data Sheet (BOS). ~~In case bid security amount is deposited as EFT, Proof of e payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.~~
- 14.2 The Bid Security shall, at the Bidder's option, be in the form of e-BG, ~~Electronic Fund Transfer (EFT)/ irrevocable Letter of Credit~~ or a bank guarantee from any of the

banks specified in the Bid Data Sheets or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only. **(Applicable for Tenders published on GEPNIC Portal only)**

Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security. **(Applicable for Tenders published on GEPNIC Portal only)**

In case of Foreign Bidders, the Bid Security can be from any other Bank also in addition to the Banks specified in the Bid Data Sheets. If the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets. **(Applicable for ICB Tenders)**

The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents. The Bank Guarantee/ Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).

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.

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.

14.4 Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive. In case, the bid security is submitted as e-BG/EFT, bidder to submit the copy of e-BG/~~proof of e-payment~~ of bid security either in separate sealed envelope or in the e-tendering portal. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG/ Insurance Surety Bond) in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

14.5 BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value as applicable. 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.

Insurance Surety Bond against Bid Security issued by an Indian Insurance company

outside India needs to bear stamp duty of appropriate value as applicable. 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.

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 after placement of award on successful bidder.

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 Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB.

14.8 The Bid Security may be forfeited

- (a) If the Bidder withdraws or varies its Bid during the period of Bid validity.
- (b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction.
- (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.
- (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.
- (e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
- (f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).
- (g) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider."

14.9 **CONFIRMATION OF PHYSICAL BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT (Not applicable for e-BGs through NESL platform)**

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

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

110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

14.10 In case of Bidders opting for physical Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 14.11 below:

(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: -

a) The scanned copy of the BG.

b) SFMS / SWIFT message acknowledgement copy sent to Employer/ Employer's banker stating the date of sending.

c) An undertaking from the issuing Bank strictly as per format enclosed at **Annexure-III to BDS.**

SFMS / SWIFT message must be sent to the Employer/Employer's bank, details of which are mentioned in Bidding documents.

(ii) Bidders shall also be required to upload the scanned copy of the BG on e-Tender Portal in Fee Cover.

14.11 The bidder shall be required to submit all the documents in the manner as specified at para 14.10 above, to reach Employer before the deadline for submission of bids, **failing which its bid shall be rejected as being non- responsive.**

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach Employer 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.

15.0 WORK SCHEDULE

The entire Work covered under the contract of this bid shall be completed within the time

specified in the Bid Data Sheet and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources. List of equipment, construction methodology, site organisation setup and a detailed Work Schedule shall be discussed with the successful Bidder before the award of the Contract and agreed to and such agreed Work Schedule shall form part of Letter of Award.

16.0 **FORMAT AND SIGNING OF BID**

The bid including all documents to be uploaded at online portal shall be signed by a duly authorized representative of the Bidder to bind him to the contract. The authorization shall be indicated by a written legal Document/Power of Attorney as per ITB Clause No. 11.1.1 and shall be submitted in Hard Copy prior to date & time for opening of Techno-Commercial Bids.

PART D - SUBMISSION OF BID

17.0 **SEALING AND MARKING OF BID**

Bid shall be submitted through online mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable.

17.1 Documents to be submitted in physical form (as brought out at ITB clause 11.1) shall be sealed and marked in the following manner:

- (i) The Earnest Money Deposit (in case paid in modes other than on-line payment) and Tender Fee furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: BID SECURITY/ EARNEST MONEY DEPOSIT".
- (ii) The Legal document/power of attorney furnished in accordance with ITB Clause 11.2 (b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2: LEGAL DOCUMENT/POWER OF ATTORNEY".
- (iii) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".
- (iv) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".
- ~~(v) The 'Integrity Pact' (if applicable and as specified in BDS) as per ATTACHMENT-12 duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "ATTACHMENT-12: INTEGRITY PACT".~~

17.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address given in the Bid Data Sheet, and
- (b) bear the Package name indicated in the Bid Data Sheet, the Invitation for Bids number indicated in the Bid Data Sheet, and the statement “DO NOT OPEN BEFORE [date],” to be completed with the time and date specified in the Bid Data Sheet, pursuant to ITB clause 21.0.

17.3 The inner envelopes shall also indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 17.2 above, the Employer will assume no responsibility for its misplacement.

17.5 **Any future correspondence shall be submitted at the address referred at ITB Sub-Clause 17.2.**

18.0 **DEADLINE FOR SUBMISSION OF BID**

18.1 Bids must be submitted online no later than the time and date stated in the Bid Data Sheet/ NIT/ IFB/ Tender Enquiry or mentioned on GeM Portal. Original Bid Security / Deed of Joint Undertaking / JV Agreement (as applicable) / Integrity Pact (if applicable & not submitted online) and Power of Attorney shall be submitted in physical form before stipulated bid submission time at the address specified in BDS. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.

18.2 EMPLOYER may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 8.0, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

19.0 **LATE BIDS**

Not Accepted.

Any Bid Security/Earnest Money Deposit (or extension thereof) received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 18, will be rejected and returned unopened to the Bidder.

20.0 **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

20.1 The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission.

20.2 Bidder can modify its Bid any number of times before the deadline of bid submission.

20.3 Withdrawal, cancelling or varying any terms in regard thereof of a bid during the interval between the deadline for the submission of Bids and the expiration of the period of bid validity specified in ITB Clause 13.0 above shall result in the forfeiture of the Bid Security/ EMD pursuant to ITB Clause 14.0 above.

PART E - BID OPENING AND EVALUATION

21.0 BID OPENING

The bids will be opened online at the time, date and location notified in the Bid Data Sheet/ NIT/ Tender Enquiry.

21.1 Techno-Commercial Bid Opening

21.1.1 The Employer will first open Techno-Commercial Bid online. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day.

21.1.2 In case requisite bid security pursuant to ITB Clause 14, are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened

21.1.3 The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

21.2 Price Bid Opening

21.2.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under Employer's **Policy for Debarment from Business Dealings relating to some other tender/contract**, shall also be informed in writing and their Price bid will be rejected and shall not be opened and their bid security shall be returned, in accordance with ITB Clause 14.6.

21.2.2 Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid found to be responsive, will be opened online.

21.2.3 The participating bidders will be able to view the bid prices of all the bidders at online portal after online opening of Price Bids by Employer.

22.0 CLARIFICATION OF BIDS

Bidder's attention is drawn that during the period, the bids are under consideration, the Bidder is advised to refrain from contacting by any means, the Employer and/or his employees/representatives on matters related to the bids under consideration. Any effort by a Bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the Bidder's bid.

During the bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the reference works declared in the bid for the purpose of meeting Qualifying Requirement specified in Bid Data Sheet/ NIT. The request for clarification and the response shall be in writing and no change in the price or

substance of the bid including substitution of reference works in the bid by new/additional works for conforming to Qualifying Requirement shall be sought, offered or permitted.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 EVALUATION OF TECHNO-COMMERCIAL PROPOSALS INCLUDING QUALIFICATION DATA

23.1.1.1 The Employer will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; or (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

23.1.1.2 Compliance with the provisions of the bidding document

No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer by accepting the following condition through undertaking at Attachment-15:

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

Acceptance of above condition shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.

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

23.1.2 The Employer, by the examination of Techno-Commercial Proposal, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Bid Data Sheet/ NIT/ IFB. The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Attachment-3 to the Bid Form of Techno-Commercial Proposal as well as such other information as the Employer deems necessary and appropriate. The bidder shall furnish required information promptly to the Employer. The Employer will shortlist the Bidders meeting the stipulated Qualifying Requirements.

- 23.1.3 An affirmative determination will be a prerequisite for opening of Price Proposal. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event the earlier submitted Price Bid of the Bidder shall not be opened.
- 23.1.4 The capabilities of the vendors and subcontractors, proposed in Attachment-7, may also be evaluated for acceptability. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the bid price quoted in Price Proposal.
- 23.1.5 The Employer will then carry out the evaluation of Techno-Commercial Proposals (of the qualified bidders shortlisted as above) on the basis of their responsiveness to the scope of services, Technical Specification and other terms and conditions specified in the Bidding Documents to ascertain whether Techno-Commercial bid is generally complete, whether required securities have been furnished, whether documents have been properly signed, whether bids are generally in order and are substantially responsive.
- 23.1.6 The Employer will carry out a detailed evaluation of Techno-commercial Bids in order to determine to be substantially responsive whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications and tender Drawings; and quality, function and operation of any process control concept included in the bid. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
 - (b) Any other relevant factors listed in the General Conditions of Contract, Special Conditions of Contract and Instruction to Bidders, or that the Employer deems necessary or prudent to take into consideration.
 - (c) Compliance with the time schedule as specified in the bidding documents.
 - (d) Functional Guarantees of the facilities as specified in Bid Data Sheet.
- 23.1.6.1 Bidder may note that deviations, variations and additional conditions etc. or any mention contrary to the bidding documents read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) found anywhere in the Techno-Commercial and/or, Price Bid, implicit or explicit shall not be given effect to in evaluation and the same shall stand unconditionally withdrawn by the bidder without any cost implication to the Employer; failing which the bid security shall be forfeited.
- 23.1.7 Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by accepting the following condition through undertaking at Attachment-15:
- "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"

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.

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 and bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid 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.

23.1.7 **Post Bid Discussions:**

The Employer, at its discretion, may hold post bid discussions with any one or all the bidders at a mutually suitable date & time. However, it will not be construed from invitation/ holding of post bid discussions that the bidders have been considered eligible for opening of their Price Bid. The discussion will cover all the aspects of bidder's offer in the Techno-commercial proposal.

23.2 **OPENING OF PRICE PROPOSAL AND EVALUATION**

23.2.1 After the evaluation process of Techno-Commercial bid is completed, the Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Proposals. Bidders, whose Techno-commercial Proposal is not substantially responsive, shall also be informed in writing and their Price Proposal will be rejected and their bid security shall be returned prior to opening of price bids of other qualified bids.

23.2.2 Price Proposals of those Bidders, whose Techno-Commercial Proposal found to be substantially responsive, will be opened online.

23.2.3 The Employer will determine whether the Price Proposals are complete, (i.e. whether they have taken into account cost of all services/items of the corresponding Techno-Commercial proposals, if not, the Employer will add cost of the same to the initial price) and correct any computational errors.

23.2.4 Arithmetical errors in the Price Proposals will be rectified on the following basis:

If on check there are found to be differences between the rates/prices given by the Bidder in words and figures or in the amount worked out by him in each section of the Schedule of Quantities and in the Grand Total of all the sections of Schedule of Quantities, the same shall be adjusted in accordance with the following rules:

- a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.

- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum amended accordingly. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.

23.3 The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.

23.4 **ABNORMALLY HIGH OR LOW RATED ITEMS**

23.4.1 If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids) are found to be having a variation of +/-25% or above in relation to Employer's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).

23.4.2 After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/NTPC may require the successful bidder to provide a suitable undertaking to execute the items of works including the ALR items and complete the entire work under the contract.

Further, the Employer may invite the successful bidder for discussions/tie ups to safeguard the interest of the Employer/NTPC and ensure that the Bidder executes the ALR items of works and completes the entire work under the contract.

PART F - AWARD OF CONTRACT

24.0 **AWARD CRITERIA**

Subject to ITB Clause 25.0 and Employer's **Policy for Debarment from Business Dealings**, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily.

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

25.0 **EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

Notwithstanding ITB Clause 24.0, the Employer reserves the right to accept, (whole or in part) and the Bidder shall be bound to perform the same at his quoted rate, or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. Decision of Employer shall be final and binding in this regard.

26.0 **LETTER OF AWARD**

26.1 Prior to the expiration of the bid validity prescribed by the Employer, the Employer will issue a Letter of Award(LOA)/ Service Purchase order to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment, price adjustment, and other important aspects in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract.

26.2 This Letter of Award/ Purchase Order will constitute the formation of the Contract.

27.0 **CONTRACT PERFORMANCE SECURITY / INITIAL CONTRACT PERFORMANCE SECURITY**

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

27.1.2 Alternatively, the successful Bidder also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the 'total maximum cumulative award value to a particular Contractor', as mentioned in the Letter of Award (LOA) for Rate Contract, initially valid upto 90 days beyond the validity period of the Ash Rate Contract, within forty five (45) days from the date of issue of Letter of Award (LOA) for Rate Contract or prior to release of 1st RA bill whichever is earlier. In case of the successful Bidder who furnishes Initial Contract Performance Guarantee (ICPG), the Employer shall at the time of making any payment to him for the work done under the Contract, deduct towards the Contract Performance Security an amount equivalent to 10 % of the gross bill amount accepted for payment until the total amount of Contract Performance Security so deducted including the amount of Initial Contract Performance Guarantee(ICPG), becomes equal to 5 % of the 'total maximum cumulative award value to a particular Contractor', as mentioned in the Letter of Award (LOA) for Rate Contract., subject to the condition that whenever the Contract Performance Security so deducted reaches a limit of 1% of the 'total maximum cumulative award value to a particular Contractor', the Contractor may convert the amount into a Bank Guarantee as aforesaid."

In case of delay in completion of work awarded under different Purchase Orders (POs) of Ash Rate Contract or under extension of Ash Rate Contract, the Contractor shall be required to extend the Bank Guarantee submitted toward Contractor Performance Guarantee /Contract Performance Security till 90 days beyond the successful completion of the work or the 90 days beyond the validity period of the Ash rate Contract, whichever is later.

After successful completion of work under individual Purchase Order (PO) under Ash Rate Contract, the pro-rata amount of CPG shall be released corresponding to the amount of work

completed, as per certification from EIC of NTPC. Wherever CPG is in the form of Bank Guarantee, Contractor shall have the option to replace the earlier submitted CPG BG with the Amended CPG corresponding to the revised amount.

27.2 The CPG/ICPG shall be in the form of a Bank Guarantee issued by a Bank as per the list enclosed in the Bidding Documents. The format of the said bank guarantee shall be in accordance with the format included in the Bidding Documents.

27.3 While issuing the physical BG(s), the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank, pursuant to ITB sub-clause titled 'Confirmation of BG through Structured Financial Messaging System (SFMS)/SWIFT'

28.0 **SIGNING OF CONTRACT AGREEMENT**

28.1 The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within forty-five (45) days from the date of Letter of Award or within such other time, as may be desired by the Employer.

28.2 **Manner of Execution of Contract Agreement**

- i) Unless and until a formal contract is prepared and executed, the Letter of Award/ Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) ~~The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in three originals and the Contractor shall be provided with one signed original and the other two originals will be retained by the Employer.~~
- iii) The Contract Agreement shall comprise of the following:
 - (a) The Contract agreement along with its appendices, namely,
 - 1. Invitation for Bids (IFB),
 - 2. General Conditions of Contract, including any amendment/ errata thereto,
 - 3. Special Conditions of Contract, including any amendment/ errata thereto,
 - 4. The bid submitted by the Bidder i.e. Bid Form along with its Attachments and Schedule of Quantities
 - 5. Technical Specifications and Bid Drawings, including any amendment/ errata thereto.
 - (b) Agreed Quality Assurance Plan
 - (c) Letter of Award / GEM PO along with its appendices.
- iv) The Contractor shall provide free of cost to the Employer all the engineering data, drawings and descriptive materials submitted as a part of his bid, in at least three (3)

copies to form an integral part of the Contract Agreement within twenty-eight (28) days after issuing of Letter of Award/ Purchase Order. The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.

- v) Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
- vi) ~~Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Employer with thirty (30) copies of electronic version of the signed Contract Agreement on CD-ROM within twenty (20) days of its signing.~~

29.0 **INELIGIBILITY FOR FUTURE TENDERS**

Notwithstanding the provisions regarding forfeiture of Bid Security specified in ITB Sub-Clause 14.8, if a Bidder after having been issued the Letter of Award, either does not sign the Contract Agreement, or does not submit an acceptable Initial Security Deposit/Entire Security Deposit in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.

29.1.1 If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines , withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.

29.1.2 If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.

30.0 -Deleted-

31.0 **ADHERENCE TO FRAUD PREVENTION POLICY**

The Bidder alongwith its associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud prevention policy of NTPC displayed on its tender website <http://www.ntpctender.ntpc.co.in> and shall immediately apprise the Employer/NTPC about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid. 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 Bid Security of the Bidder shall be forfeited.

32.0 **Policy for Debarment from Business Dealings**

The Employer has in place a Policy for Debarment from Business Dealings as displayed on its website <http://www.ntpctender.ntpc.co.in / www.ntpc.co.in>. The version of Policy presently followed by NTPC is mentioned in BDS/SCC. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said banning policy for withholding and Banning of Business Dealings.

Declaration on Policy for Debarment from Business Dealings is to be given by accepting the undertaking condition "Do you accept Debarment from Business Dealings Policy" at Attachment-15.

The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.

33.0 **ESSENTIALITY CERTIFICATE**

The Owner shall issue Essentiality Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefits on import of goods under Chapter 98.01 of the Customs Tariff Act, which are required for incorporation in the Works under the contract. For the issue of such Essentiality Certificate by the Owner, the bidders shall be required to indicate the import content included in their bid price, in the Attachment-1 (P). However, the bidders shall themselves be solely responsible for availing such benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and / or in case of any delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the Owner shall neither be liable nor responsible in any manner whatsoever

34.0 **CUSTOM DUTY BENEFITS**

Bidders may like to ascertain availability of Customs Duty benefits available for import of Construction Equipment, if any, as per the extant Customs Acts & Notification of Govt. of India. The bidders shall be solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits, the Employers will not compensate the Bidders. The Bidder shall furnish along with their bid, declarations to this effect in Attachment-2P.

Where the Bidder has quoted taking into account the Customs Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Owner alongwith his bid in Attachment-2P. The relevant Certificate will be issued on this basis only. Further, if such Certificate is required to be issued by any department/Ministry of Govt. of India or State Govt. where the Project is located other than the Employer, the bidder shall itself be responsible for obtaining such certificates from the concerned departments/Ministries. In such a case, the Employer may issue recommendatory letter to the Bidder. The bidders shall be solely responsible for obtaining the Customs Duty benefits available for import of Construction Equipment from the Govt. of India. In case of failure of the bidders to receive the benefits partly or fully from Govt. of India or in case of any delay in receipt of such benefits, the Owner shall neither be responsible nor liable in this

regard in any manner whatsoever.

35. **INTEGRITY PACT**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid and where the joint ventures(s)/ Consortium are permitted to participate in the bid, the signing of Integrity Pact (IP) by all Joint Venture(s) Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be accepted mandatory in Attachment 15. ~~Bidder's failure to comply with the aforesaid requirement regarding submission of "Integrity Pact (IP)" shall lead to outright rejection of bid and in such case the online bid shall not be opened.~~ It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of the Contract to a particular Bidder, the integrity Pact so submitted shall form an integral part of the Contract.

35.1 **Independent External Monitors (IEMs):**

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

The Independent External Monitor(s) (IEMs) have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the NTPC Tenders/Contracts and details of the IEMs are available on NTPC tender website: www.ntpctender.ntpc.co.in (under the tab "Integrity Pact").

This panel is authorized to examine/consider all references made to it under this tender. The bidder(s), in case of any dispute(s)/complaint(s) pertaining to this package may raise the issue either with the designed 'Nodal Officer' in NTPC or directly with the IEMs.

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors/JV Partners/Consortium member with confidentiality.

The Nodal officer for necessary coordination with Independent External Monitors shall be as under:

(i)	Concerned Group Head in CC&M:	if the issue pertains to awarding of contract by CC&M
(ii)	Concerned Group Head of C&M under respective CPG of USSC	if the issue pertains to awarding of Contract by USSC
(iii)	Concerned Head of Department	if the issue pertains to other departments
(iv)	Head of Project/ Station	if the issue pertains to post award execution or award of Contract by Project/ Station

36. **Restrictions on procurement from a Bidder of a country which shares a land border with India**

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

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

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

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

36.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

36.3 "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

36.4 "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para 36.1 above means: -

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

36.5 The beneficial owner for the purpose of 36.4 above will be as under:

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical

person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
-
- 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 juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

37. **Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers**

(i) Eligibility for participation/ granting of purchase preference shall be given to Class-I local suppliers as per general methodology specified in Annexure – II to BDS appended with this document

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.

(ii) The Class-I local suppliers shall be required to declare meeting the minimum local content through undertaking as per Attachment-15 by accepting the following Condition:

“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”

Acceptance of above condition shall be considered as Bidder's confirmation that

(i) The Bidder fulfill the requirements of local content for Class-I Local Supplier and all provisions specified in **Annexure – II to BDS**

(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).

[The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%].

Bidders may note that in case they do not accept the GTE conditions, their bids shall not be considered and shall be rejected.

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.

38.0

Corrupt or Fraudulent Practices

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:

(a) defines, for the purposes of this provision, the terms set forth below as follows :

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution; and

(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;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

39.0

Anti-Bribery and Anti-Corruption (ABAC) Policy

The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of

Employer shall strictly adhere to Anti Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in/>.

Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer by accepting the following GTE at the e-Tender Portal:

"Do you certify full compliance to all provisions of Bidding Document?"

Acceptance of General Technical Evaluation (GTE) of the Tender **at Attachment-15** shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.

STANDARD BIDDING DOCUMENTS(SBD)

APPLICABLE FOR E-TENDERS INVITED FOR CIVIL
PACKAGES TENDERED ON DCB BASIS FOLLOWING
SINGLE STAGE TWO ENVELOPE BIDDING

**(UPDATED AS ON 15.09.2022. CS COORDINATOR TO
AMEND THE SECTION-III, SECTION-V AND SECTION-
VIII OF THIS SBD IN LINE WITH THE CS-P&S
CIRCULARS ISSUED BEYOND THIS DATE)**

Ref. No.: SBD/CIVIL/USSC/CPG1/OTE(1)-REV. 00

NTPC Limited

(A Govt. of India Enterprise)



..... POWER PROJECT

STANDARD BIDDING DOCUMENTS

**APPLICABLE FORE-TENDERS INVITED FOR CIVIL
PACKAGES TENDERED ON DCB BASIS FOLLOWING
SINGLE STAGE TWO ENVELOPE BIDDING**

SECTION - I, II, III, IV & V

STANDARD BIDDING DOCUMENT NO. : CS-SBD-CIVIL-DCB-999

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

**BIDDING DOCUMENTS
FOR
.....PACKAGE
FOR
.....POWER PROJECT**

BID DOCUMENT NO. : CS-SBD-CIVIL-DCB-999

CONTENTS

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (1TB)
Section III	Bid Data Sheets (BOS)
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Technical Specification & Drawings (TS)
Section VII	Schedule of Quantities (SOQ)/Schedule of Items (SOI)
Section VIII	Forms and Procedures (FP)

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

OF CIVIL WORKS

APPLICABLE FOR TENDERS INVITED FOR CIVIL PACKAGES TENDERED ON DCB
BASIS FOLLOWING SINGLE STAGE TWO ENVELOPE BIDDING

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES (GCC)

SL.	DESCRIPTION
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| 2. | HEADING AND MARGINAL NOTES TO CONDITIONS |
| 3. | SINGULAR & PLURAL |
| 4. | ORDER OF THE PRECEDENCE OF THE DOCUMENTS |
| 5. | INSTRUCTIONS AND NOTICES UNDER THE CONTRACT |
| 6. | LAWS GOVERNING THE CONTRACT |
| 7. | SETTLEMENT OF DISPUTES |

B.	SUBJECT MATTER OF CONTRACT
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|-----|---|
| 8. | SCOPE OF CONTRACT |
| 9. | NOTICES TO LOCAL BODIES |
| 10. | HUMAN RESOURCES |
| 11. | SHIFT WORK |
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- 22. CONTRACT PERFORMANCE SECURITY
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59. CONTRACT CLOSING PROCEDURE

GENERAL CONDITIONS OF CONTRACT

A.	CONTRACT AND INTERPRETATION
1.	Definitions (a) "Employer" / "Owner" as specified in BOS and shall include their legal representatives, successors and permitted assigns. (b) "Contract" means the Contract Agreement entered into between the Employer and Contractor, together with contract documents referred therein. The term "Contract" shall in all such documents be construed accordingly and includes special conditions, specifications, designs, drawings, "Schedule of Quantities" with rates and amount. These documents taken together shall be deemed to form the Contract and shall be complimentary to one another. (c) "Contract Documents" mean the following documents that constitute the Contract between the Employer and the Contractor: i) The Contract Agreement along with its appendices ii) Letter of Award along with its appendices, iii) Special Conditions of Contract iv) Technical Specifications and Bid Drawings v) General Conditions of Contract vi) The Bid and Schedule of Quantities submitted by the Contractor. (d) "GCC" means the General Conditions of Contract (e) "SCC" means the Special Conditions of Contract. (f) "Day" means calendar day of the Gregorian Calendar. (g) "Week" means a continuous period of seven (7) calendar days. (h) "Month" means calendar month of the Gregorian Calendar. (i) The "Contractor" means the individual or firm or company whether incorporated or not, undertaking the Works and shall include its legal representatives, or successors, or permitted assigns. (j) "Sub-Contractor" shall mean a person or a Corporate body approved by Engineer-in-Charge who has entered into a contract with the Contractor to complete a part of the Works. (k) The "Contract Sum"/ "Contract Price" means:

	(i) in the case of Lump Sum Contracts the sum for which the bid is accepted. (ii) In the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates for the various items and summing them to arrive at the total price. (l) "Engineer-in-Charge" shall mean the person appointed by the Employer or his duly authorized representative who shall direct, supervise and be in charge of the Works for purposes of the Contract. (m) "Market rate" means the rate for an item of Work, determined on the basis of the cost of labour, and material brought to Site and incorporated in the Works and for use of plant and equipment for the Work executed plus 10% (ten percent) of the rate to cover all overheads and profits of the Contractor. (n) "Schedule(s) of Quantities" shall mean the priced and completed Schedule of Quantities forming the part of the bid or such Schedule of Quantities forming the part of the Contract, as the case may be, with amendments, if any, thereto. (o) The "Site" means the land and/ or other places on, under, in or through which the Works is to be executed under the Contract including any other land or places which may be allotted by the Employer or used for the purposes of the Contract. (p) "Temporary/ Enabling Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the Works. (q) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the Works to obviate any risk of accident or failure or which become necessary for reasons of security and safety. (r) "The Works" shall mean the Works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary/ enabling Works and urgent works as required for performance of the Contract. (s) "Cost" shall mean all expenditure reasonably incurred or to be incurred by the Contractor or Employer, as the case may be, whether on or off the Site, including overhead and other charges, but excluding profit. (t) Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity/ Schedule of Items/Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in- Charge / Engineer, appearing anywhere in the Bidding Documents shall have the
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	same meaning and are synonymous to each other. (u) Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws). (v) "Sub-contractor from a country which shares a land border with India" means; a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. (v1) The beneficial owner for the purpose of clause "v" above will be as under; a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements; b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 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;
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	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; 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. (v2) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
2.	Heading and Marginal Notes to Conditions Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
3.	Singular & Plural Where the context so requires, words importing the singular only will also include the plural and vice versa.
4.	Order of the precedence of the Documents
4.1	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings, figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
4.2	In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of precedence shall govern: (a) Description in Schedule of Quantities (b) SCC (c) Technical Specifications (d) Drawings
4.3	If there are varying or conflicting provisions made with in any document forming part of the Contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of the document.
4.4	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
5.	Instructions and Notices under the Contract:
5.1	Subject as otherwise provided in the Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the

	functions, duties and powers of the Engineer-in-Charge by the Employer. All instructions, notices and communications, etc., under the Contract shall be given in writing.
5.2	Contractor's Representative
5.2.1	The Contractor shall appoint its Representative within fourteen (14) days of the date of issuance of Letter of Award or before start of work whichever is earlier and shall request the Employer in writing to approve the person so appointed.
5.2.1.1	The Contractor's representative shall be a regular Employee/ Partner/ Director only and the Contractor shall be required to submit a Power of Attorney in original in favour of its representative. Notarized photocopy of the Power of Attorney shall be acceptable only if the Power of Attorney has been registered by the Contractor. The Employer may verify the photocopy of the Power of Attorney with the Original and the Contractor shall be required to produce the original Power of Attorney for verification, if required by the Employer. The relation of the Contractor's representative with the contractor such as Partner/ Employee/Director etc. should be clearly brought out in the Power of Attorney. The Contractor would be required to submit a documentary proof of the relation of the Contractor's representative with the contractor in the form of self-attested copy of any of the following documents: a) Previous financial year's Form 16 as available at TRACES site of Income tax department, if the POA holder is an employee of contractor. In case, the Contractor is not able to submit Form 16 (only in case of recent appointment or where Form 16 details are not uploaded at TRACES), the contractor would be required to submit an Appointment Letter/Salary Slip/other documentary evidence of the POA holder alongwith an affidavit stating the relationship between the POA holder and the Contractor alongwith. Further, the Contractor shall be required to submit the copy of Form 16 as available through TRACES site for every subsequent year also in respect of the POA holder till the period of authorization. b) Articles of Association / Registered Partnership Deed if the POA holder is a partner or stake holder in Company.
5.2.1.2	In case, the Contractor's representative is also doing some other Contract(s)/Work(s) as nominee of the same contractor, the Contractor shall give a declaration citing list of all works where the Contractor's representative is the nominee.
5.2.1.3	If the Employer objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 5.2.1 shall apply thereto.
5.2.2	The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall communicate and provide to the Engineer-in-charge all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Engineer-in-charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided. The Contractor or its authorised representative shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the

	Engineer-in-Charge may consider necessary. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor. The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 5.2.1.
5.2.3	The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Engineer-in-charge. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 5.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.
5.2.4	The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Safety regulations provided under GCC Sub-Clause 10.4.9. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
5.2.5	If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 5.2.4, the Contractor shall, where required, appoint a replacement as per clause 5.2.1.
5.2.6	In case any of the information/declaration/undertaking provided by Contractor/Contractor's representative is found to be false and/or the contractor/Contractor's representative suppresses any relevant information at any stage, the Contractor will be liable for actions in terms of Employer's Banning policy.
5.3	The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of Work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
6.	Laws governing the Contract
6.1	This Contract shall be governed by the Indian laws for the time being in force. The Courts at Delhi shall have jurisdiction, in all matters unless otherwise stated in the sec.

7.	Settlement of Disputes
7.1	Mutual Consultation <i>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</i> <i>On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.</i> <i>Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</i> <i>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</i> <i>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.</i> <i>The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings-</i> <i>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</i> <i>b) admissions made by the other party in the course of the mutual consultation proceedings;</i> <i>c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.</i>
7.2	Resolution of Dispute through Independent Engineer (IE) If the parties fail to resolve the dispute or difference by mutual consultation within the period specified at Cl. 7.1 above, the dispute shall be referred to Independent Engineer (IE), as follows: I. Appointment, Selection and Removal of IEs/Experts:

	i) The Employer and Contractor shall jointly select only one Member for the Contract from the panel of Experts, as specified in Special Conditions of Contract, as amended from time to time by Ministry of Power. After the award of the contract, the Contractor shall shortlist at least 3 Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power and send to EMPLOYER who shall appoint one of them as 'Independent Engineer' for the Contract. The Expert would be designated as 'Independent Engineer' (IE) for the contract. Appointment of IE/ Expert shall be finalized within twenty-eight (28) days from award of Contract. ii) The initial term of appointment of IE would be for a period of five (5) years or contract period whichever is lesser and may be further renewed on a year-on-year basis as may be mutually agreed between the Employer and the Contractor subject to the consent of IE and final approval by the Ministry of Power. iii) It will be mandatory for the IE to visit the site once in every two months to be constantly aware of the ongoing project activities and to have a fair idea of any situation that may lead to disagreement between the parties. Further, additional visits may also be undertaken as and when called upon to address issues of disagreements. iv) Employer or Contractor will not be able to change the IE in any case. In case of adverse finding about IE such as not performing duties or complaints of integrity, that Expert would be dropped by the Ministry from the panel itself and a new Expert would be selected by the Employer and Contractor jointly from the panel for performing the duties of IE. II. Standard Operating Procedure (SOPs) for Independent Engineer (IE) i) IE shall act as per the Standard Operating Procedures (SOPs) attached at Annexure-C. ii) Resolution by IE shall commence when the claimant Party submits detailed information as per Standard Format (for Disagreement Case filing attached as Annexure-D) to IE for intervention along with the necessary documentary evidences. Demand for IE intervention will not be admissible without initial documentary evidence. iii) Necessary information sought by IE during the course of investigation shall be provided in a time bound manner by both the Parties and non-compliance of the same shall lead to imposition of penalties, as specified in Special Conditions of Contract (SCC). iv) IE will examine the issue(s) raised by the Parties concerned as mentioned at point number (ii) above by conducting inspections involving field
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	measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties. v) Based on the preliminary hearing of the parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing. vi) There shall not be any conflict of interest and it shall be ensured that IE should not have been engaged for providing any other services to any of the parties i.e. either Employer or Contractor in the last three years. An Undertaking in this regard shall be furnished by the Contractor for the purpose of avoiding any conflict of interest, at the time of bidding and finalization of IE/ Expert. vii) In the event of non-performance of obligations/services by the IEs at any time during the duration of its contract, the Employer and the Contractor, on mutually agreed basis, shall have the right and discretion to terminate IEs contract by giving a termination notice of thirty (30) days to IEs. viii) The role of 'Independent Engineer' under the Contract is an impartial and fair exercise, where the 'Independent Engineer' has to act as a neutral third-party facilitator. The decision of Independent Engineer shall not be binding on the parties unless the parties sign the written settlement agreement and the same is authenticated by IE. Such Settlement agreement would then be binding on the parties and both parties shall implement the same forthwith. III. Terms and Conditions for Payments to 'Independent Engineer' - i) Retainership Fee: A retainer fee, as specified in Special Conditions of Contract (SCC), for 'Independent Engineer' for a specific project shall be considered as payment in full for: a. being available on a notice of 2 weeks for all site visits and hearings, b. becoming and remaining conversant with all the project developments and maintaining relevant files; c. compensating all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and The retainer fee of Experts shall be increased annually by 10%. Further, an Expert, shall not be in the retainership of more than two Hydro power contracts concurrently in Employer's Organization. In case of two contracts, expert shall draw retainership fee limited to one contract only (i.e. the amount specified in Special Conditions of Contract (SCC)). The duration of retainership shall be for such duration as may be mutually decided by the Employer and Contractor but shall not, in any case, extend beyond 3 months after the completion of works as per the contract. The retainership fee shall be shared by the Employer and the Contractor equally
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	but shall initially be paid to the IE by the Employer. ii) Site Visit Fee: A daily visiting fee, as specified in Special Conditions of Contract (SCC), to either project site or project office, anywhere in India, limited to a maximum of 10 days in a month for Expert, shall be paid for hearing, preparing reports etc initially by the Employer. The daily visiting fee of Expert shall be increased on yearly basis @10%. iii) Reimbursement of travel, boarding/lodging expenses incurred by Independent Engineer: The travel, boarding/lodging expenses of the 'Independent Engineer', as per entitlement of Executive Director of EMPLOYER, would be made initially by the Employer. If any expert of 'Independent Engineer does not receive payment of the amount due within 30 days after submitting claim, the expert shall be free to suspend his/her services without notice until the payment is received. iv) Meeting Expenses: All the payments for holding the meeting would be initially borne by the Employer and shall be shared equally by the Employer and Contractor. v) Sharing of Expenses on Independent Engineer: All the payments for holding the meeting, site visits, reimbursement of travel, boarding/lodging expenses and monthly compensation of Independent Engineer' shall be shared equally by both the parties i.e. Employer and Contractor. vi) The Employer shall maintain an account of all the expenses incurred by it on 'Independent Engineer'. Notwithstanding anything contained in any other law for the time being in force, the Independent Engineer and the parties shall keep confidential all matters relating to the Independent Engineer proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Independent Engineer proceedings, — a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; b) admissions made by the other party in the course of the Independent Engineer proceedings; c) proposals made by the Independent Engineer; and d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Independent Engineer. If the parties fail to resolve the dispute or difference by mutual consultation
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	within the period specified at Cl. 7.1 above, the dispute shall be referred to Independent Engineer (IE), as follows:
7.3	Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions) If the parties fail to resolve a dispute or difference by mutual consultation and through Independent Engineer (if applicable) within a period specified at Cl. 7.1 and 7.2 above, the dispute, if the parties agree, may be referred to the Panel of IEMs for Mediation. The Mediation proceedings shall be completed in a time bound manner, in not more than 45 days from the date of reference to IEMs for Mediation. The IEMs may conduct the Mediation proceedings in the manner, they consider appropriate. In case of 3-member Panel of IEMs, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, IEMs recommendations will be signed by all the members. The fees for such meetings shall be as specified in the SCC. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of Employer's Organization. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties. If decision of IEMs is acceptable to both the parties, a Settlement Agreement will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the IEMs. Notwithstanding anything contained in any other law for the time being in force, the Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Conciliation or Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mediation proceedings,— - views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; - admissions made by the other party in the course of the Mediation proceedings; - proposals made by the Mediator; and - the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.
7.4	Resolution of Dispute through Conciliation If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above, the dispute if the parties agree, may be

	referred to Conciliation. (i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer. (ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP). If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee. The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996. ~~In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to Arbitration proceedings or the laid down legal process of Courts.~~
7.4.1	Resolution of Dispute through Expert Settlement Council (ESC), constituted by Employer {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest} If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2 and 7.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).
7.4.1.1	Invitation for Conciliation through ESC:
7.4.1.1.1	A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
7.4.1.1.2	Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC. There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.

7.4.1.1.3	If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.																
7.4.1.2	Conciliation through ESC:																
7.4.1.2.1	Where Invitation for Conciliation has been furnished under GCC sub clause 7.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/ Chairman of Employer.																
7.4.1.2.2	ESC will be formed from experts comprising three members from the panel of Conciliators maintained by Employer. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore. CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.																
7.4.1.2.3	The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.																
7.4.1.3	Proceedings before ESC:																
7.4.1.3.1	The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party. Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.																
7.4.1.3.2	The parties shall file their claim and counterclaim in the following format a. Chronology of the dispute b. Brief of the contract c. Brief history of the dispute d. Issues <table><tr><th>Sl. No.</th><th>Description of Claims/ Counter claims</th><th>Amount (in foreign currency/INR)</th><th>Relevant Contract Clause</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> e. Details of Claim(s)/Counter Claim(s) f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract Note: Statement of claims shall be restricted to maximum limit of 20 pages.	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause														

7.4.1.3.3	In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members. If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.															
7.4.1.3.4	The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.															
7.4.1.3.5	ESC will conclude its proceedings in maximum 5 meetings and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.															
7.4.1.3.6	Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.															
7.4.1.4	Fees & Facilities to the Members of the ESC The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below: <table><tr><th>Sl. No.</th><th>Fees/ Facility</th><th>Entitlement</th></tr><tr><td>1</td><td>Fees</td><td>Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *</td></tr><tr><td>2</td><td>Secretarial expenses</td><td>Rs. 10,000 lump sum (to 1 member only).</td></tr><tr><td>3</td><td>Transportation in the city of the meeting</td><td>Car as per entitlement or Rs. 2,000 per day</td></tr><tr><td>4</td><td>Venue for meeting</td><td>EMPLOYER'S conference rooms</td></tr></table> Facilities to be provided to the out-stationed member	Sl. No.	Fees/ Facility	Entitlement	1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).	3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	4	Venue for meeting	EMPLOYER'S conference rooms
Sl. No.	Fees/ Facility	Entitlement														
1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *														
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).														
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day														
4	Venue for meeting	EMPLOYER'S conference rooms														

	5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
	6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
	7	Stay for out stationed members	As per entitlement of Independent Directors.
	8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
* Due to unavoidable circumstances, if there is requirement of more than 5 meeting to conclude the Conciliation proceedings, the same may be done at the discretion of ESC within the capping of fee of Rs 2.5 Lakhs per conciliator. However, logistic arrangements, including travel, etc. may be provided as per the extant Policy for such additional sittings. Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.			
7.4.1.5	If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.		

7.4.1.6	Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,— a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; b) admissions made by the other party in the course of the Conciliation proceedings; c) proposals made by the Conciliator; and d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
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7.4.2	<i>Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}</i> <i>If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2, 7.3 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest.</i>
7.4.2.1	<i>Invitation for Conciliation through CCIE:</i>
7.4.2.1.1	A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
7.4.2.1.2	<i>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</i>
7.4.2.2	Conciliation Committee of Independent Experts:
7.4.2.2.1	Where Invitation for Conciliation has been consented to under GCC sub clause 7.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.
7.4.2.2.2	Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.
7.4.2.2.3	The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA). There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.
7.4.2.3	<i>Proceedings before CCIE:</i>
7.4.2.3.1	The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.
7.4.2.3.2	The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.

7.4.2.3.3	The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.
7.4.2.3.4	The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of EMPLOYER who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.
7.4.2.3.5	The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.
7.4.2.3.6	The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.
7.4.2.4	Fees & Facilities to the Members of the CCIE Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. <i>In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</i> All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.
7.4.2.5	The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to remedies as may be available to them under the applicable laws other than Arbitration. In the event of the conciliation proceedings being successful, the parties to the dispute

	would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.
7.4.2.6	Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,— a) <i>views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</i> b) <i>admissions made by the other party in the course of the Conciliation proceedings;</i> c) <i>proposals made by the Conciliator; and</i> d) <i>the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</i>
7.5	Arbitration
7.5.1	For Domestic Procurement (DCB tender) If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GCC Sub-Clauses 7.1, 7.2, 7.3, 7.4 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 10 crores. In case the disputed amount (Claim/ Counter claim whichever is higher, excl. claim, interest) is Rs. 10 Crores or above, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs..... In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value Less than Rs 10 crores shall be resolved through arbitration. In case the disputed amount (Claim / Counter claim, whichever is higher, excluding interest) is Rs 10 crores and above, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to
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	the other party. For ICB tender If the process of mutual consultation and IE (if applicable) and / or Mediation (if applicable) and / or ESC fails to arrive at a settlement between the parties and/ or settlement of dispute through CCIE not exercised as mentioned at CCC Sub Clauses 8.1, 8.2, 8.3, 8.4 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim / Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores..... In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/counter claim, whichever is higher) is only up to Rs. 5 lakhs.... In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value up to Rs 25 crores shall be resolved through arbitration. In case the disputed amount (Claim/Counter claim, whichever is higher, excluding interest) exceeds Rs 25 crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party.
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7.5.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 7.5.1, shall be finally settled by arbitration.
7.5.3	It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time. <i>Any dispute or difference raised by a party to arbitration shall be adjudicated by an arbitral tribunal consisting of three arbitrators, in the following manner::</i> (a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party. (b) The EMPLOYER and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator within 30 days, who shall act as presiding arbitrator of the arbitral tribunal. If the two arbitrators do not succeed in appointing a third arbitrator within 30 days of the latter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the High Court of Delhi. (c) If one party fails to appoint its arbitrator within 30 days after the other party has named its arbitrator, the party which has named its arbitrator may approach the High Court of Delhi to appoint the second arbitrator. (d) If any member of the arbitral tribunal dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, a substitute shall be appointed in the same manner as the arbitrator whose mandate has terminated as above. After substitution of new member, the arbitration tribunal shall proceed with reference from the stage where the mandate of the arbitrator has been terminated. (e) Arbitral tribunal shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee

	<i>his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.</i> <i>(e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.</i> <i>(f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:</i> <i>(i) 40% of the fees if the Pleadings are complete.</i> <i>(ii) 60% of the fees if the Hearing has commenced.</i> <i>(iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.</i> <i>(g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:</i> <i>(i) 40 % of the fees on Completion of Pleadings.</i> <i>(ii) 40% of the fees on Conclusion of the Final Hearing.</i> <i>(iii) 20% at the time when arbitrator notifies the date of final award.</i> <i>(h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.</i> <i>(i) The Arbitration shall be held at Delhi only.</i> <i>(j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</i> <i>(k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</i>
7.5.4	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
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	The aforesaid limit as mentioned above i.e. Rs 10 crore (For DCB tender)/ Rs. 25 Crore (For ICB Tender) shall not be applicable, and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through mutual consultation and IE (if applicable) as brought out at GCC Sub Clause 7.1 and 7.2 above.
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7.6	Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. (b) the Employer shall pay the Contractor any monies due to the Contractor. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
B.	SUBJECT MATTER OF CONTRACT
8.	Scope of Contract The Work to be carried out under the Contract shall be as delineated in Bidding Documents and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works.
9.	Notices to Local Bodies
9.1	The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon, in writing.
9.2	The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye- laws of any local authority in respect of the Works.
10.	Human Resources
10.1	The Contractor for the purpose of the Contract shall engage / employ adequate number of key personnel in all areas such as design / engineering (wherever applicable), planning, scheduling and construction and carrying out of all maintenance of his plant and equipment (as detailed in the SCC) and competent and skilled work force as directed by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of such key personnel including work force only if their

	qualifications, experience, competence and capabilities are substantially equal to or better than those personnel originally identified and approved by the Engineer-in-Charge.
10.2	The Engineer-in-Charge may require the Contractor to remove from Site of Works or from any other area of Work related to the Contract, any member of the Contractor personnel or work force who (i) Persists in any misconduct or lack of care (ii) Performs his duties incompetently or negligently or otherwise carelessly (iii) Fails to conform with any provisions of the Contract or (iv) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment. If appropriate, the Contractor shall appoint a suitable replacement within fourteen (14) days or within such period as may be agreed between the Engineer-in-Charge and Contractor.
10.3	The Contractor shall unless otherwise provided in the Contract, make his own arrangement for engagement of all staff and labour, local or otherwise and for their payment, housing, transport, lodging and welfare as may be required by law and or by industry practice. The Contractor shall provide the Engineer-in- Charge a return in detail in such form and at such intervals as he may reasonably prescribe showing the staff and number of the several classes of labour and other staff from time to time employed by the Contractor at Site or in connection with the Work along with such information as the Engineer-in- Charge may reasonably require.
10.4	Labour laws and Regulations and compliance thereof
10.4.1	During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by all existing labour enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labour laws or notification that may be issued under any labour law prevailing as on the date seven (7) days prior to the deadline set for submission of the bids, published by the State or Central Government or Local Authorities. An illustrative list of applicable acts, notifications, rules etc.in connection with the labour as applicable is provided in sec. This list is not in any way exhaustive and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of Contract.
10.4.1.1	During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by the following Acts/ Statutes related to Human Resources 1. Factories Act, 1948; Contract Labour (Regulation & Abolition) Act, 1970; 2. EPF & MP Act, 1952; 3. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996; 4. ESI Act, 1948; 5. Minimum Wages Act, 1948; 6. Payment of Wages Act, 1936; 7. Payment of Bonus Act, 1965; 8. Payment of Gratuity Act, 1972; 9. Workmen's Compensation Act, 1923; 10. ID Act, 1947;

	11. Maternity Benefit Act, 1961; 12. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979; 13. Fatal Accidents Act, 1855 14. Model Welfare Code The above will deem to include all relevant/ applicable rules made thereunder, regulations, notifications and bye laws of the State or Central Govt. or the local authority and any other labour law (including rules) regulations, bye laws as well as those that may be passed or notification that may be issued under any labour law present and in future either by State or Central Govt. or by local authority.
10.4.2	The Contractor and his Sub-Contractors shall indemnify the Employer, from any action taken against the Employer by any competent authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If the Employer is caused to pay or otherwise made liable, such amounts as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Contractor and/or his Sub-Contractors, the Engineer-in- Charge / Employer shall have the right to deduct any such money from any amount due to the Contractor including his performance security, under the Contract. The Employer shall also have the right to recover from the Contractor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by the Employer, on this account.
10.4.3	If due to an enactment of any new Act or Statute and rules made thereunder or any modification to the Acts/Statute or rules made thereunder, all after seven (7) days prior to the deadline set for submission of the bids and as a consequence thereof, the Contractor has to incur additional cost or expenditure, the same will be reimbursed by the Employer to the Contractor, excepting those due to reasons attributable to the Contractor and those being already compensated by other provisions of the Contract, like Price Adjustment, Taxes and Duties etc.
10.4.4	It is specifically agreed that the Contractor and his Sub-Contractors shall obtain all the necessary registration, licenses, permits, authorisations etc. required under various enactments / Regulations enforced from time to time, specifically registration as employer under Provident Fund Act and Contract Labour Regulation & Abolition Act, and the Employer shall not be liable for any violation by the Contractor in this regard.
10.4.5	The employees of the Contractor or his Sub-Contractor(s) shall in no case be treated as the employees of the Employer at any point of time.
10.4.6	The Contractor and his Sub-Contractors shall be liable to make all due payments to all their employees and ensure compliance with labour laws. If the Employer, is held liable as 'PRINCIPAL EMPLOYER' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub-Contractors, then the Contractor would reimburse the amounts of such expenditure/contribution so made by the Employer.
10.4.7	In case the ESI act is not applicable to the area where the Work is executed, as evidenced by the Certificate/Letter submitted to this effect from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards the medical treatment in respect of all labour employed by him for the execution of the Contract.
10.4.8	Staff quarters & labour hutments at Site if available, may be provided to the Contractor

	on chargeable basis at the discretion of the Engineer-in-Charge on mutually agreed terms and conditions.
10.4.9	Safety The Employer has formulated Safety Rules for Construction & Erection of Power Plants and can be referred from NTPC tender website: www.ntpctender.ntpc.co.in. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub-contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the Contractor. In addition to other clauses specified in 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC/SCC], Contractor shall adhere to the following provisions for payment linked to Safety Compliances as specified in Payment Terms: i) Safety Personnel Contractor shall adhere to the requirements of Clause 2.3 (requirement of Safety personnel) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. ii) Personal Protective Equipment & Safety Equipment Contractor shall adhere to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor. In case Contractor fails to comply with aforesaid requirement, EIC/Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action. EIC/NTPC Safety Officer shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Clause 4.0 (Personal Protective Equipment) and the provisions of the Bidding Documents. iii) Safety Induction and Training Contractor shall adhere to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of EIC/NTPC Safety Officer all the time. iv) Medical and First Aid Amenities Contractor shall adhere to the requirements of Clause 13 (Medical and

	First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants. NTPC Safety Officer/EIC shall maintain written record of incidences when requisite Medical and first aid amenities as per Clause 13 of Safety Rules were not available for purpose of aforesaid payment. v) Compliance to Work Permit System Contractor shall adhere to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid Work permit system, he will be issued a warning letter/Non-compliance Memo by EIC/Safety Officer of NTPC regarding the same advising him to take corrective action. NTPC Safety Officer / EIC shall maintain written record of all such incidents when Warning letter / Non-compliance Memo is issued to Contractor for not complying with the requirements of Work Permit System as per Clause 17 of Safety Rules for purpose of aforesaid payment.
11.	Shift Work
11.1	To achieve the required rate of progress in order to complete the Works within the Time for Completion, the Contractor may carry on the work, round the clock, in multiple shifts per day, as may be necessary. The Contractor shall however be responsible to comply with all applicable laws in this regard.
11.2	No additional payment will be made on account of round the clock working in multiple shifts.
11.3	Wherever the work is carried out at night adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the Contractor at his cost. Sufficient notice should be given by the Contractor to the Engineer-in-Charge regarding the details of works in shifts so that necessary supervision could be provided.
12.	Cooperation with other Contractors/ Agencies
12.1	The Contractor shall extend all reasonable cooperation to other Contractors, agencies etc. of the Employer engaged in connection with the Work or any other Work not in the scope of this Work as may be required by the Engineer-in-Charge.
12.2	The Contractor shall attend at his cost, all the meetings with the Engineer-in-Charge, other contractors and the Consultants of the Employer for the purposes of the Contract. The Contractor shall attend such meetings as and when required by the Engineer-in-Charge.
13.	Materials obtained from Excavation
13.1	Materials of any kind obtained from excavation on the Site shall remain the property of the Employer and shall be disposed of as the Engineer-in-Charge may direct.
14.	Treasure, Trove, Fossils, etc

14.1	All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposition of the same, at the cost of the Employer.
15.	Protection of Trees
15.1	Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the Works and earth level within at least one (1) meter of each such tree shall not be disturbed. Where necessary, such trees shall be protected by providing temporary fencing at the cost of the Employer.
16.	Security Watch and Lighting
16.1	The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works or the public.
17.	Prevention of Pollution
17.1	The Contractor shall make necessary arrangement to prevent pollution of the water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work.
18.	Explosives
18.1	Permission for the use of explosives shall be obtained from the Engineer-in-Charge or from any appropriate authority as directed by the Engineer-in-Charge and all explosive materials shall be used only under close supervision. It shall be the responsibility of the Contractor to seek and obtain any necessary permits, and to ensure that the requirements of the authorities are complied with, in all respects. Failure to do so may result in the Engineer-in-Charge withdrawing permission to use explosives. The indemnification provided for, under the General Condition of Contract shall include indemnification against all claims in respect of any incident arising from the use of explosives.
19.	Training of Apprentices:
19.1	The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by Sub-Contractors employed by the Contractor in connection with the Works, such number of Apprentices in the categories and for such periods as may be reasonably required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the Employer under the Act including the liability to make payment to apprentices as required under the Act.
20.	Handing over of Site
20.1	The Employer shall make available the Site to the Contractor as soon as possible after the award of the Contract free of encumbrance. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instructed to do so by the Engineer-in-Charge in writing.
20.2	The Employer reserves the right to hand over the Site in parts progressively to the

	Contractor. The Contractor will be required to take possession of the Site without any undue delay and do Work on the released fronts in parts without any reservation whatsoever.
20.3	However, in case of any delay in handing over of the Site to the Contractor, which delays the performance of the Work, commensurate to the resources mobilised by the Contractor, then the Contractor will be eligible for suitable extension in time for completion of the Works or any other compensation as per the provisions of GCC Sub-Clause 29.7.
20.4	The portion of the Site to be occupied by the Contractor shall be defined and/or marked on the Site plan, failing which these shall be indicated by the Engineer-in-Charge at Site and the Contractor shall on no account be allowed to extend his operations beyond these areas. Further, the Contractor shall not hinder in any way the working of other contractors on the Site.
20.5	The Contractor shall plan his work as per available roads at Site. Wherever, the access roads near to the Work Site are not available, the Contractor shall make his own arrangement for approach to the Work Site including borrow/disposal areas and for movement of men, machinery, other equipment etc. required for carrying out the Works included under this Contract. All drainage of Works area and all weather truckable/ haulage roads as required by the Contractor shall be constructed and maintained during the construction period by the Contractor at his own cost.
20.6	The Contractor shall provide, if necessary, all temporary access to the Work Site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and, as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.
20.7	The Contractor shall be permitted the usage of all access roads built by the Employer for the purposes of the Contract. If any damage is done to such roads and associated areas like drains, culverts and the like, by the Contractor, the same shall be made good by the Contractor at his own cost, but as may be directed by the Engineer-in-Charge.
21.	Duties and Powers of Engineer-in-Charge and his representatives
21.1	The Engineer-in-Charge shall have the full powers in respect of all the matters in connection with or arising out of this Contract, excepting those specifically reserved for the Employer. However, the Engineer-in-Charge shall not have any power to relieve the Contractor of any of his obligations and responsibilities under the Contract.
21.2	The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by the Employer nor to make any variation in the Works, creating a financial liability to the Employer.
21.3	The Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Engineer-in-Charge as though it has been given by the Engineer-in-Charge.
21.4	Failure of the Representative of the Engineer-in Charge to disapprove any work or

	materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such Work or materials and to order the pulling down, removal or breaking up thereof.
21.5	If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there-upon confirm, reverse or vary such decision.
C.	Payment
22	Contract Performance Security
22.1.1	The Contractor shall within twenty-one (21) days of the Letter of Award, provide a Contract Performance Guarantee (CPG) towards faithful performance of the Contract for ten percent (10%) of the Contract Price. Alternatively, the Contractor may furnish the Contract Performance Guarantee in two Stages viz. A Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price within twenty-one (21) days from the date of Letter of Award to be followed up with another Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price prior to the scheduled completion of 50% of total scope of work.
22.1.2	The Contractor also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price. In case of such a Contractor, who furnishes Initial Contract Performance Guarantee, the Employer shall at the time of making any payment to him for the work done under the Contract deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount accepted for payment until the Contract Performance Security so deducted including the amount of Initial Contract Performance Security becomes equal to 10% of the Contract Price, subject to the condition that whenever the Contract Performance Security so deducted reaches a limit of 2% of the Contract Price, the Contractor may convert the amount into a Bank Guarantee as aforesaid.
22.1.3	The Contract Performance Guarantee/Initial Contract Performance Guarantee shall be in the form of a Bank Guarantee issued by a Bank from the list enclosed in the Bidding Documents. The format of the said bank guarantee shall be in accordance with the format included in the Section VIII (Forms and Procedures). This bank guarantee shall have an initial validity upto ninety (90) days beyond the completion of Defect Liability Period of the Contract. However, in case the date of completion of defects liability period gets extended, the validity of the Contract Performance Guarantee shall be extended by the period of extension of completion of defects liability.
22.2	One half (50%) of the Contract Performance Security amount shall be refunded/released to the Contractor on the issuance of Completion Certificate by the Engineer-in-Charge certifying the completion of entire Works under the Contract. The Engineer-in-Charge shall on demand from the Contractor, release/refund the remaining portion of the Contract Performance Guarantee on expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable, whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor, arising out of the Contract.
22.3	No interest shall be payable to the Contractor against the Contract Performance Guarantee furnished/recovered by way of deductions from running account payments from the Contractor, by the Employer.
23.	Advance
23.1	Mobilisation Advance

	i) A lumpsum mobilisation advance not exceeding 4% of the Contract Value as awarded shall be paid to the Contractor at the rate of interest mentioned in SEC subject to the following conditions: a) On unconditional acceptance of Letter of Award by the Contractor. b) Acceptance and finalisation of detailed Work Schedule and finalisation of equipment mobilization schedule. c) Submission of an irrevocable bank guarantee for the amount equivalent to 110% of the advance plus GST as applicable on the advance payment to be paid to the contractor in the proforma of bank guarantee provided in Section-VIII (Forms and Procedures) - Proforma of Bank Guarantee for Lumpsum Advance from any bank from the list enclosed in Bidding Documents and acceptable to the Employer. d) Finalisation of Quality Assurance Programme in accordance with GCC Clause entitled 'Quality Assurance programme'. e) Submission of an unconditional, irrevocable bankguarantee for the amount of Initial Contract Performance Security Deposit/ Contract Performance Security Deposit from any bank from the list enclosed in Bidding Documents and acceptable to the Employer in the proforma of bank guarantee provided in Section VIII (Forms and Procedures)- Form of Bank Guarantee for Contract Performance Guarantee. f) On completion of the requirement of Qualifying Requirements, the documentation in respect of associate(s), if applicable, in line with the provisions thereof in BOS, and on submission of an unconditional and irrevocable bank guarantee from any bank as per list enclosed in Bidding Documents and acceptable to Employer in the proforma provided in Section VI11 (Forms and Procedures). g) The advance payment shall be released only after the verification and confirmation of the above bank guarantees from the issuing bank. ii) A further lumpsum mobilisation advance not exceeding 4% of the Contract Value as awarded shall be paid to the Contractor from Project Site at the rate of interest mentioned in SEC subject to the following conditions: a) Fulfilment of conditions mentioned at GCC Sub-Clause 23.1 (i) a, b, d, e & f. b) On certification of the Engineer-in-Charge that the Contractor has opened his office at Site and mobilised the plant and equipment specifically identified in Letter of Award of the Contract for releasing
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	this advance. c) Submission of an irrevocable bank guarantee for the amount equivalent to 110% of the advance plus GST as applicable on the advance payment to be paid to the contractor in the proforma provided in Section-VIII (Forms and Procedures) - Proforma of Bank Guarantee for Lumpsum Advance from any bank from the list enclosed in Bidding Documents and acceptable to the Employer. d) The advance payment shall be released only after the verification and confirmation of the above bank guarantees from the issuing bank. e) Mobilisation advance shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents. In case the Contractor decides not to take Mobilisation advance, the first progressive payment shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipment & safety Personal Protective Equipment as per minimum quantity specified in the Bidding Documents.
23.2	Equipment Advance An amount not exceeding 75% of the purchase price of the new plant and equipment specifically acquired for the Work and brought to Site against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Employer in the form required by the Employer shall be payable. "In case the Contractor is an entity other than a Sole Proprietorship Concern or a Partnership Firm, the Contractor shall get the Hypothecation Deed thus executed, registered with the Registrar of Companies in the manner and timeframe required as per the Companies Act, 2013 of India." Interest on the advance outstanding, shall be levied at the percentage mentioned in sec. Total advance amount against plant and equipment shall in no case exceed 6% of the total contract value as awarded. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this condition, viz. GCC Sub-Clauses 23.1 and 23.2, the total sum to be given as loan shall not exceed 10% of the total contract value as awarded.
23.3	All the above advances mentioned at GCC Sub-Clause 23.1(i), 23.2 (ii) and 23.2 shall be interest bearing and the rate of interest for mobilization advance and equipment advance shall be as specified in SCC.
23.4	Any of the above advances may be claimed by the Contractor at his option in instalments.
23.5	The above advance shall be utilised by the Contractor for the purposes of this Contract only and for no other purpose.

23.6	All payments of advances may be released electronically, wherever technically feasible.
23.7	The recovery of the advances as above and interest thereon shall be made by deduction from the on account payments referred to in GCC Clause entitled 'Payment on Account/Progressive Interim Payments' in suitable percentages fixed by the Engineer-in-Charge in relation to the total cumulative advances released and the progress of the work, so that all the sums advanced with interest thereon shall be fully recovered starting from the time 10% and ending by the time 80% of the Work as awarded is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums advanced with interest and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.
23.8	If for any reason, except for reasons of default of the Contractor, the Work under the Contract is suspended continuously for more than fourteen(14) days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the Employer under GCC Sub-Clause 23.2 above, to any other work site of the Contractor for carrying on his other works, on his furnishing prior to such removal a bank guarantee acceptable to the Employer for the amount of the outstanding advance granted under GCC Sub- Clause 23.2 above with interest and upon the Contractor undertaking to bring back to the Site, before expiry of the period of suspension, such plant and equipment as may be necessary for completion of the Works. If any such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount for the advance outstanding with interest thereon against such plant and equipment.
23.9	The value of the bank guarantees towards any of the above advances shall be reduced every three (3) months after the date of commencement of recovery of corresponding advance and interest thereon under the Contract in accordance with GCC Sub-Clause 23.7. The quantum of reduction of the value of bank guarantee at any point of time shall be proportional to the quantum of work completed as certified by the Engineer-in-Charge and applicable GST. The Bank Guarantee value shall stand reduced to zero on completion of total work by the Contractor under the Contract as certified by the Engineer-in-Charge. It should be clearly understood that reduction in the value of bank guarantee towards advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Works for which the reduction in the value of bank guarantee is allowed.
24.	Payment on Account/Progressive Interim Payments
24.1	"Bills for the progressive payments shall be submitted by the contractor monthly". In order to make the Progressive Interim Payment for the work to be executed on lump-sum basis, the contractor shall submit detailed Billing Break-up (BBU) of the lump-sum amount for Employer's approval. The BBU so submitted by the contractor shall be finalized in consultation with Employer.
24.2	The progressive payment shall be released after certification by Employer's Field Quality Assurance Department that the Works have been performed in accordance with the Technical Specifications and also upon authorisation for the payment by the Engineer-in-Charge. However, the release of first progressive interim payment shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant

	provisions of GCC Clause entitled Contractor's Liability and Insurance' and acceptance of the same by Engineer-in-Charge.
24.3	(i) The Contractor shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Employer for disbursement to sub-contractors, sub-vendors, PRW's etc., of the Contractor. The Contractor shall maintain separate books of accounts for all payments under this Contract and the Engineer-in-Charge shall have access to these at all times. (ii) Account Tracking Mechanism In case the Contractor wants to withdraw funds from the above bank account for any purposes other than the Contract, he shall be required to submit an undertaking to the Engineer-in-Charge certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed corresponding to the total payment received by him under the Contract. For tracking of payments received from the Employer, the Contractor shall also submit a monthly statement by 7th of every month certifying the transactions pertaining to the above account along with the purpose of such transactions. In case the Contractors transfers funds for any purposes other than the Contract, without prior consent of the Employer, it will constitute a breach of Contract by the Contractor. (iii) In case the Contractor violates the above provisions, NTPC will have the right to give suitable instructions to the Bank to regulate/ freeze the account.
24.4	(i) In case of part acceptance of the Work, the Engineer-in-Charge shall have the right to release payment for that part of the Work. (ii) Acceptance of the Work without fulfilling all the obligations mentioned under rates and measurement in Technical Specifications shall be considered as part acceptance of Work.
24.5	Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following: (a) all Work executed, after deducting therefrom the amounts already paid, the performance security deposit and such other amounts as may be deductible or recoverable in terms of the Contract; (b) 75 per cent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract with respect to the period of utilisation & quantum and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of such materials. (c) Unless specifically certified/ authorised by the Engineer-in-Charge, no such

	payment shall be made against the materials brought to Site which in the opinion of the Engineer-in-Charge are not likely to be used/ incorporated in the Works in the ensuing period of four (4) months.
24.6	The payments against materials brought to Site under (b) above shall be adjusted as and when materials are utilised/ incorporated in the Works.
24.7	The Contractor shall submit his bill, by the date stipulated by the Engineer-in-Charge, in the prescribed proforma, supported with measurements, jointly acknowledged and accepted in the measurement books. Payments of the Contractor's bill shall be paid by the Employer within twenty-one (21) days from the date of submission of bill subject to the authorisation of the Engineer-in-Charge. Alternatively, if so desired by the Contractor, after preliminary scrutiny and certification by the Engineer-in-Charge, 75% of the certified net payable amount shall be made by the Employer within seven (7) days. The amount certified shall account for all deductions, including statutory deductions as for GST (if applicable), income tax, etc., recoveries for advances and any other amounts due from the Contractor. The balance 25% shall be paid within twenty-one (21) days, from the date of submission of the said bill. Such payments made by the Employer shall not constitute any acceptance of the measurements of items of the Works by the Employer and the Engineer-in-Charge shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in an earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer-in-Charge or Employer immediately refund the extra amount to the Employer within seven (7) days. Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the Contract.
24.7.1	In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).
24.7.2	The Employer has established a Vendor Bill tracking System where Vendor/Contractor can submit their bill/invoice and track its status. The Contractor's bill, supported with measurements, as mentioned in clause 24.7 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. FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode is attached at Annexure-III to SCC and can be accessed through the following link:

	https://pradip.ntpc.co.in/VendorFinal/Login.jsp
24.8	Any interim certificate given relating to Work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the Contract.
24.9	In case of the delayed Work beyond the scheduled completion period, pending consideration of extension of time of completion if it had been requested by the Contractor, interim payments shall continue to be made as herein above provided.
24.10	GST applicable upon on account payment shall be paid/reimbursed to the Contractor along with such payments, on production of satisfactory documentary evidence by the Contractor. However, GST as applicable on Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon on account payment, based on the value of the advance recovered from such on account payment. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on NTPC due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.
24.11	Payment of Amount linked to Safety Aspects/ compliance to Safety Rules I. The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz, A) 10% amount (calculated as 0.1 Y of the service portion amount of RA bill) shall be linked to Fatal/Major Accidents, and B) 90% amount (calculated as 0.9 Y of the service portion amount of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of NTPC. NOTE: Amount linked to Safety Aspects/ Compliance to Safety Rules' specified in Price Schedule Y = X 100 Total amount for works Portion of the Contract II. While raising each RA Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y=As mentioned in SCC % of the total works portion of RA Bill.

	III. This aforesaid amount at para 24.11 (I) shall be withheld from first and second monthly RA bill of the respective quarter/three month period and shall be released in part or full based on safety compliance duly certified by EIC and Safety-in-charge on quarterly basis. The amount for the entire quarter (i.e. RA bills raised during a 3 month period) shall be paid to the Contractors at the end of that three months period along with 3rd/last RA Bill for the quarter/three months period upon complying the following conditions: A) Amount of RA Bill linked to Fatal/ Major Accidents (0.1Y i.e. 10% of amount as elaborated above at para 24.11.I.A) Aforesaid amount (on quarterly basis) shall be payable to Contractor only in case, there is i) No fatal injury or accident causing death in that three months period and ii) No Major injury or accident causing 25% or more permanent disablement to workmen or employees in that three months period. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act' 1923. In case of any fatal injury or accident as elaborated above occurs during that three month period, the stipulated amount (0.1Y) subject to minimum of Rs 10 Lakh per fatality shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/ forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract. In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during that three month period, Rs 4 lakh per Major injury shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract. Further, in case, Contractor doesn't raise RA Bills in any three month period/quarter and if any fatal injury and/or major accident takes place in that period, EIC shall deduct the amount [Rs 10 Lakh per fatality and Rs 4 lakh per Major injury] pertaining to this particular quarter from his next RA bill/due payment. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments immediately due to the Contractor under the Contract. The amount deducted/forfeited as mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time. B) Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para 24.11.I.B)
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	Aforesaid amount (on quarterly basis) shall be payable to Contractor in five equal parts under five heads as under: i) Amount payable on deployment of required Safety Personnel One fifth of the amount specified in para 24.11.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by EIC in consultation with Safety dept. that required number of Safety personnel as per Clause 2.3 of 'NTPC Safety Rules for Construction and Erection of Power Plants' (as enclosed with GCC/SCC) have been deployed. The aforesaid amount linked to deployment of requisite safety personnel shall be paid as under: a) 50% of the amount referred at 24.11.III.B.(i), for deployment of Safety Supervisors shall be paid on pro-rata basis depending upon the actual no. of Safety Supervisors deployed vis-à-vis actual requirement : Amount to be paid = 0.09Y x Works portion of RA bill amount x (a/b) Where 'a' is actual no. of Safety supervisors deployed and 'b' is required no. of Safety supervisors as per Safety Rules. In case, actual no. of Safety supervisors deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y. b) 50% of the amount referred at 24.11.III.B.(i), for deployment of Safety Officers shall be paid on pro-rata basis depending upon the actual no. of Safety Officers deployed vis-à-vis actual requirement: Amount to be paid = 0.09Y x Works portion of RA bill amount x (a/b) Where 'a' is actual no. of Safety Officers deployed and 'b' is required no. of Safety Officers as per Safety Rules. In case, actual no. of Safety Officers deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y. c) In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract. ii) Amount payable on providing requisite Personal Protective Equipment & Safety Equipment One fifth of the amount specified in para 24.11.III.B (calculated as
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	0.18Y of Service portion amount of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor. In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by EIC/Safety Officer of NTPC as per clause 10.4.9 (ii) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract. iii) Amount payable on providing requisite Safety Induction and Training One fifth of the amount specified in para 24.11.III.B (calculated as 0.18Y of Service portion amount of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of imparting Safety training ad per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants' to at least 90% of its employees/workmen (who have not been previously provided with requisite training) in a quarter/ three months period. In case Contractor fails in meeting the aforesaid requirement, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract. iv) Amount payable on providing requisite Medical and First Aid Amenities One fifth of the amount specified in para 24.11.III.B (calculated as 0.18Y of Service portion amount of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants'. In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence in any quarter/three month period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract. v) Amount payable on compliance to Work Permit System One fifth of the amount specified in para 24.11.III.B (calculated as 0.18Y of Service portion amount of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.
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	In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by EIC/Safety Officer of NTPC as per clause 10.4.9 (v) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract. In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than 2%of the total Contract value, the amount by which it is lower shall be retained proportionately from the other components of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by EIC and Safety-in-charge on quarterly basis.
25.	Contract Price Adjustment
25.1.0	The Contract Price (for definition, please refer to GCC Clause titled 'Definitions') as awarded shall be the base Contract Price.
25.2.0	The rates quoted by the Bidder shall be the base price which will be subject to price adjustment in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only.
25.3.0	A certain fixed percentage of base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of identified Components towards labour, materials, steel, cement and Diesel Oil/ (POL) and shall be subjected to Price Adjustment.
25.4.1	The actual amount of price adjustment shall be determined by satisfying the conditions specified herein and shall not exceed the maximum limit as specified in scc.
25.4.2	The value of "F" as specified in these Special Conditions of Contract will remain unchanged and fixed component shall not be disputed.
25.5.0	No ceiling limit on Price Adjustment on the base contract price.
25.6.0	Price Adjustment(s) shall be calculated for the quantum of works executed for the month or the period of the bill as per agreed Work Schedule. For the purpose of payment/recovery of price variation provisions, the Contractor would be eligible for such claims or shall be liable for refund on the quantum of work scheduled or the actual quantum of work done provided always that the quantum of work done is more than or equal to the scheduled quantum of work as per the agreed Work Schedule. In other words, the Contractor shall not be eligible for these claims nor liable or payment/refund under these provisions if the work has been delayed beyond the scheduled date(s) for reasons attributable to Contractor. However, the Contractor would be eligible for claim or liable for refund for price adjustment(s) for quantities of work executed beyond the scheduled dates based on the value of Indices as applicable to the schedule date of execution, for such delayed work provided that if the indices during the extended periods are lower than the indices during scheduled dates of execution, then lower indices shall be applicable.
25.7.0	Additional, altered or substituted items of work, derived from the agreed schedule of rate (to be attached in the "Award Letter") will also attract price adjustment as per this clause. No price adjustment is payable for the rate/amount of the additional, altered or substituted items of works, when derived from or based on Market rates as per clause 49 of Section-IV, GCC. No price adjustment for the cost of Owner Issued materials (viz. steel & cement or any other item(s) issued from Owner's Store) shall be applicable, which are issued at free of cost to the Contractor.
25.8.0	Every month after the award of Contract, the Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices

	of materials, labour, Gases or High Speed Diesel Price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of Contract price adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.
25.9.0	Provided further that such payment/refund shall not be operative and payable after the Schedule expiry of the Contract period or authorized extended Contract period or extended date of completion of works or items of works in question, whichever is earlier.
25.10.0	In cases, the work or items of work, or group of items of work, are delayed beyond the schedule dates for the work, for reasons attributable to the Contractor, the price adjustment provisions shall not be applicable for the period of time between the schedule date and the actual date, but for as provided above in sub-clause 25.6.0.
25.11.0	For this purpose, the schedule date of work shall be as identified in line with provisions of clause entitled "TIME AND EXTENSION FOR DELAY" and/ or "The Work Schedule/ Bar Chart" (which will be discussed and finalised before Award of work) wherein the separate period of completion has been specified/ agreed to for items, or groups of items, or works.
25.12.0	TOTAL ADJUSTED CONTRACT PRICE The total adjusted Contract price shall be Sigma (ACP) + other elements of Contact price if any.
25.13.0	Except as provided therein, no other expenditure incurred by the Contractor, due to levy of additional/increase in royalty, insurance premium(s) benefits to workers/ Labourers or any other Clause(s)/ items(s) due to any reason whatsoever, shall be payable to the Contractor.
25.14.0	Tender specifying provisions other than those specified above run the risk of rejection.
25.15.0	The Contractor shall be required to produce necessary "Price List" for High Speed Diesel at the Indian Oil Corpn. retail outlet nearest to the project and "Monthly Bulletins" issued by office of the Economic Adviser, Ministry of Commerce & Industry, Government of India/ Labour Bureau, Shimla (as published by RBI) or any other related bulletin for materials/ Labour for receiving payments from Employer/ Refund to be made to Employer as required in the Price Adjustment Formula mentioned above.
26.	Taxes, Duties, Levies etc.
26.1	Except as other wise specifically provided in the Contract, the Contractor shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Contractor, its Sub-Contractors and those imposed on the Contractor's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.
26.2	The Award of the Contract is on 'Works Contract' basis. Notwithstanding GCC Sub-Clauses 26.1 above, the Employer shall bear and pay/reimburse to the Contractor, Goods and Services Tax (GST) applicable on the items of Works Contract described in the Schedule of Quantities. However, the taxes, duties & levies as may be applicable on the materials used for Works Contract shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Further, in case of any variation in the rates of the GST after the date seven (7) days prior to deadline set for submission of the Techno-Commercial bids, the same shall be paid/ reimbursed to/ recovered from the Contractor subject to submission of documentary evidence
26.3	It shall be incumbent upon the Contractor to obtain a registration certificate under the GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Employer. If the Contractor intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
26.4	The Contract Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior

	to the deadline set for submission of bids.
26.4.1	It shall be the responsibility of the Contractor to ensure that the Royalties or Seigniorage Fee or Cess or other charges on the quarried or mined metal, minerals or minor minerals are paid to the statutory authorities.
26.4.2	The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Employer to the Contractor on submission of the following documents in original: A) In case the Contractor is the primary license holder of the quarry / mines: - Vehicle wise challan / transit permit and proof of payment of royalty, and - Any other document required as per the relevant Acts/Rules of the concerned state. B) In case the Contractor is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals: - Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and - Any other document required as per the relevant Acts/Rules of the concerned state.
26.4.3	In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.
26.4.4	The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seigniorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.
26.4.5	In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the date of Techno-Commercial bid opening. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.
26.5	If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to deadline set for submission of the bids and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the Works contracted, the same shall be reimbursed to the Contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.
26.6	The payment/reimbursement of statutory variations in the rates of tax and/or of

	new tax, duty or levy imposed under statute or law in India as per GCC Sub-Clauses 26.2, 26.3, 26.4 and 26.5 above, would be restricted only to direct transactions between the Employer and the Contractor.
26.7	The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill/ invoice under the Contract.
26.8	The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.
27.	Overpayments and Underpayments
27.1	Wherever any claim for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the Contractor upon demand by the Employer or by the Engineer-in-Charge on behalf of the Employer, with explanation of the reasons for such a sum/ claim becoming due, shall forthwith pay the same to the Employer. If the Contractor fails to do so within twenty-one (21) days of such a claim, then the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or from any other sum due to the Contractor from the Employer which may be available with the Employer or from his security deposit.
27.2	The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce and recover any overpayment when detected, notwithstanding the fact that the amount of the final bill may include any item which is under dispute between the parties and referred to for settlement under GCC Clause entitled 'Settlement of Disputes' and notwithstanding the fact that the amount of the final bill figures in the arbitration decision/award.
27.3	If as a result of such audit and technical examination, any overpayment is discovered in respect of any Work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above. Similarly, if any underpayment is discovered by the Employer, the amount shall be duly paid to the Contractor by the Employer forthwith.
27.4	Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other Contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.
27.5	Any amount due to the Contractor under this Contract for underpayment may also be adjusted against any amount then due or which may at any time thereafter become due from the Employer to the Contractor under any other Contract or account whatsoever.
28.	Time Limit for submission & payment of Final Bill and waiver of rights of all claims
28.1	The final bill shall be submitted by the Contractor within three (3) months of physical completion of the Works unless otherwise a longer period is agreed to between the

	Engineer-in-Charge and the Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within four (4) months of receipt of the same.
D.	EXECUTION OF FACILITIES
29.	Work Commencement, Execution & Delays
29.1	Commencement of Works The execution of the Works shall commence from the 14 th day after the date on which the Engineer-in-Charge issues written orders to commence the Work, unless otherwise stated elsewhere in the Contract.
29.2	Time for Completion The entire scope of Work covered under this Contract shall be completed within the time stated in SEC or within such extended time granted to the Contractor by the Employer under the provisions of GCC Sub-Clause 29.5. The time allowed for execution of the Works as specified in the SEC or the extended time in accordance with these Conditions shall be the essence of the Contract.
29.3	Work Progress
29.3.1	Unless already incorporated in the Letter of Award, as soon as possible after the Contract is awarded, the Engineer-in-Charge and the Contractor shall agree upon a Work Schedule which will become the Contract Work Schedule. The Work Schedule shall be prepared in direct relation to the time stated in the Contract documents for the completion of the Works. The Work Schedule shall indicate the forecast of the dates of commencement and completion of various trades or sections of work.
29.3.2	All the Contractor's activities shall be performed and completed strictly in accordance with the agreed Work Schedule and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources. The Engineer-in-Charge, shall however, have the right to review the progress and modify the sequence of carrying out the Work suiting the Site conditions and the Contractor shall be required to comply with such modifications and complete his activities in accordance thereof without any extra cost to the Employer.
29.3.3	Maintenance of Records of Weekly Progress Review Meetings at Site The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager' or his authorized representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any, and recovery program, specific hindrances to work and work instructions by Employer. Record of Hindrances / events that lead to slow / stoppage of smooth execution of work shall be maintained in "Hindrance Register" . The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project Manager', or his authorized representative. These recordings shall be jointly signed by the Project Manager or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

	The following documents shall form the principal basis for consideration of Time Extension pursuant to GCC Clause 29.5 with or without LD, determining the compensation amount pursuant to GCC Clause 29.6 and settlement of extra claims during the execution of contract: 1. The joint recordings in “Hindrance Register” and “Weekly Review Register”. 2. Records of Technical Coordination Meetings. 3. Records of Contract Review Meetings. 4. Written notices issued by the “Engineer-in-charge” or his authorized representative to contractor in the relevant period. 5. Written requests/ notices by the Contractor to Employer/ Engineer-in-Charge in the relevant period.
29.4	Contract Coordination Procedures, Coordination Meetings & Progress Reporting
29.4.1	The Contractor shall prepare and finalise in consultation with the Engineer-in-Charge, a detailed contract coordination procedure within twenty-eight (28) days from the date of issue of Letter of Award, for the purpose of execution of the Contract.
29.4.2	The Contractor shall have to attend all the meetings at his own cost with Engineer-in-Charge or any authorised representative of the Employer during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.
29.4.3	During the execution of the Work, the Contractor shall submit at his own cost a detailed monthly progress report to the Engineer-in-Charge in three copies, latest by 14 th of every month.
29.5	Extension of Time for Completion
29.5.1	The Time for Completion specified shall be extended if the Contractor is delayed or impeded in the performance of any of the obligations under the Contract by reason of any of the following: a) any occurrence of Force majeure as provided in GCC Clause entitled 'Force Majeure', or b) Work Schedules for beyond deviation limits & Extra Items as provided in GCC Sub-Clause 49.5, or c) any default or breach of the Contract by the Employer, or delay on the part of other contractors engaged by the Employer in executing work not forming part of this Contract, or d) any suspension order given by the Employer under GCC Sub-Clauses 50.1 (ii) and 50.1 (iii), or

	e) Any other sufficient cause which, in the opinion of the Engineer-in-Charge, is beyond the Contractor's reasonable control; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.
29.5.2	Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer a notice in writing of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable, but no later than twenty-eight (28) days after the commencement of such event or circumstance. As soon as reasonably practicable, after the receipt of such notice and supporting particulars of the claim, the Employer shall give a fair and reasonable extension of time for completion of Work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within fifty-six (56) days of the date of receipt of such request by the Engineer-in-Charge.
29.5.3	The Contractor shall at all times use his reasonable efforts to minimise any delay in the performance of his obligations under the Contract.
29.5.4	The compensations, if any, payable to the Contractor on account of any one or more of the above reasons of delay have been separately dealt with under relevant provisions of the Contract.
29.6	Liquidated Damages for Delay
29.6.1	If the Contractor fails to complete the Work on or before the scheduled or extended date of completion as per GCC Sub-Clauses 29.2 and 29.5, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages, not as penalty, as per provisions of SCC Clause entitled 'Liquidated Damages for Delay'.
29.6.2	The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Sub-Clause 29.5 with or without Liquidated Damages and determining the compensation amount pursuant to GCC Sub-Clause 29.6. 1. The joint recordings in “Hindrance Register” and “Weekly Review Register”. 2. Records of Technical Coordination Meetings. 3. Records of Contract Review Meetings, 4. Written notices issued by the Employer and/or the Engineer-in-Charge or his authorized representative to the Contractor in the relevant period. 5. Written requests/ notices by the Contractor to Employer/ Engineer-in-Charge in the relevant period.
29.7	Delays by Employer or his Authorised Representative
29.7.1	In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorised representative, then the Contractor shall be given appropriate extension of time for the completion of the Works, to the extent

	such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer-in-Charge shall be final.
29.7.2	If such delays by the Employer have resulted in any increase in the cost to the Contractor, the Contractor shall be eligible to claim demonstrable and reasonable costs supported by full details of such increased costs incurred by him with all documentary evidence. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.
30.	Sub Contracts
30.1	After the award of the Contract, the Contractor shall not subcontract the Works/ any part of the Works without the prior written consent of the Engineer- in-Charge. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided that the Contractor shall not be required to obtain such consent for: a) the provision of labour, b) the purchase of materials which are in accordance with the standards specified in the Contract, or c) the subcontracting of any part of the Works for which the sub-contractor is named in the Contract. In the event of the Contractor proposing a sub-contractor for any part of the Works after the award of the Contract, he shall be required to take approval from the Engineer-in-Charge. If the Engineer-in-Charge approves of the same, he shall stipulate qualifying requirements for the sub-contractors to perform the specified part of Work. The Contractor will then submit the requisite credentials of the agency(ies) he proposes to engage. The details so furnished by the Contractor shall be reviewed by the Employer. In case the agency(ies) proposed by the Contractor for the subcontracting are not considered acceptable, the Contractor will be required to furnish credentials of alternate agency(ies) for approval of Engineer-in-Charge. Based on the review and assessment, the agency(ies) shall be approved by the Engineer-in-Charge within twenty-one (21) days of furnishing of credentials by the Contractor.
30.2	Where a list of approved agencies for a sub-contracting work is provided in the Contract, the Contractor shall inform the name of the sub-contractor selected by him within a period as agreed with the Engineer-in-Charge, however not later than twenty-eight (28) days of the date of such selection.
30.3	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.

	The Competent Authority for the purpose of registration shall be as mentioned in the Annexure - II of SCC. However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs. Procurement of raw material, components, etc. does not constitute sub- contracting.
31.	Setting out the Works
31.1	The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works and the Contractor shall set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Employer. The Contractor shall protect and preserve all bench marks used in setting out the Works till date of submission of final bill under the Contract, unless the Engineer-in-Charge directs otherwise.
32.	Methodology of Construction & Equipment Mobilisation
32.1	Methodology of construction and the work plan adopted by Contractor shall match the construction methodology/requirements specified in Technical Specifications.
32.2	The suggested minimum plant & equipment and machinery to be deployed by the Contractor for the execution of Work shall be as given in Technical Specifications.
32.3	The Contractor shall arrange at his own expense all tools, plant and equipment including Crane(s) (hereinafter referred to as T&P) required for execution of the work.
32.3.1	If the Contractor requires any item of T & P on hire from the Employer, the Employer will, if such item is available, hire it to the Contractor at an hourly rate to be fixed by the Engineer-in-Charge.
32.3.2	The T&P shall be given to the Contractor on hire by the Employer for a period of one hour or its multiple thereof. In case the T&P is hired by the Contractor for a period of four hours or less, the hire charges applicable for a minimum period of four hours shall be recovered from the Contractor's bills. In case the T&P is hired by the Contractor for a period exceeding four hours, the hire charges shall be calculated based on the charges applicable as per hourly rate. The hire charges in respect of T&P given on hire to the Contractor by the Employer shall be recovered from the Contractor's bills.
32.3.3	For accounting purpose, total working hours shall be considered to be the period between time of placement of T&P to the Contractor at the requested location and time of release of the same. This shall be logged in Record Book on daily basis and shall be signed between Contractor/ Subcontractor and the Engineer-in-charge or his authorised representative. In case the T&P issued to the Contractor is not owned by the Employer but hired from another agency, the authorised

	representative of the agency providing the T &P will also sign the said Record Book. In case the Contractor contests correctness of any entry and/or fails to sign the Record Book the decision of the Engineer-in- Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Record Book.
32.3.4	The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer - in- Charge to suspend execution of the work, provided Employer's T & P/ T &P hired by the Employer in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Employer's T & P/ T&P hired by the Employer to the place from where it was issued.
32.3.5.1	T&P owned by Employer
	The hire charges will cover financing cost, charges of crew, depreciation, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil, kerosene oil, etc., for working Employer's T&P, and all unskilled labour and water required for servicing/wash out shall be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Employer's T&P in accordance with the provision there for in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance. However, the Contractor shall be allowed to return the tools and plants (issued by the Employer) for purposes of repairs and for the duration of such repairs no hire charges shall, be levied. The Contractor shall be responsible for care and custody of Employer's T&P (including employment of chowkidars) during the period Employer's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment(except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Employer.
32.3.5.2	T&P hired by the Employer The hourly hiring rate for T&P hired by the Employer from another agency and issued to Contractor shall be all inclusive rate including the cost of hiring, operation & maintenance charges, fuel charges and other charges.
32.3.6	The Employer gives no guarantee in respect of output of T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Employer's T & P/ T&P hired by the Employer was not to the Contractor's expectation.
32.3.7	The T&P hired to the Contractor shall be returned at the place of issue by the Contractor to the Engineer-in-Charge (unless otherwise directed) on execution of the work or section of the work at the end of the day. In case the T&P is used by the Contractor in continuation of previous requisition and the crane has not moved out of his work area, then the movement of crane for fresh requisition(s) by the Contractor within his work area shall be to the Contractor's account.
32.3.8	The Employer shall be entitled to terminate the hire without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of T&P issued by the Employer. On termination of the hire by the Employer, the Contractor shall return the T&P at the place of issue unless otherwise directed by the Engineer-in-Charge.

32.4	The Contractor shall arrange at his own expense all tools, plant and equipment including Crane(s) (hereinafter referred to as T&P) required for execution of the work.
32.4.1	If the Contractor requires any item of T&P on hire from the Corporation, the corporation will, if such item is available, hire it to the Contractor at an hourly rate to be fixed by the Engineer-in-Charge.
32.4.2	The T&P shall be given to the Contractor on hire by the Corporation for a period of one hour or its multiple thereof. In case the T&P is hired by the Contractor for a period of four hours or less, the hire charges applicable for a minimum period of four hours shall be recovered from the Contractor's bills. In case the T&P is hired by the Contractor for a period exceeding four hours, the hire charges shall be calculated based on the charges applicable as per hourly rate. The hire charges in respect of T&P given on hire to the Contractor by the Corporation shall be recovered from the Contractor's bills.
32.4.3	For accounting purpose, total working hours shall be considered to be the period between time of placement of T&P to the Contractor at the requested location and time of release of the same. This shall be logged in Record Book on daily basis and shall be signed between Contractor/ Subcontractor and the Engineer-in-charge or his authorised representative. In case the T&P issued to the Contractor is not owned by the Corporation but hired from another agency, the authorised representative of the agency providing the T&P will also sign the said Record Book. In case the Contractor contests correctness of any entry and/or fails to sign the Record Book the decision of the Engineer-in- Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Record Book.
32.4.4	The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Corporation's T&P/T &P hired by the Corporation in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Corporation's T&P/T&P hired by the Corporation to the place from where it was issued.
33.	Patent Indemnity
33.1	The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract in the performance of the Contract.
33.2	In the event of any claim being made or action being brought against the Employer or its representatives or its employees, in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Employer, provided further that the Contractor has brought to the notice of the Engineer-in-Charge, of such infringement immediately upon the instructions of the Engineer-in-Charge or upon the Contractor becoming aware of such infringement.
34.	Materials for the performance of the Contract

	<i>(a) Materials to be provided by the Contractor</i> 1. The Contractor shall at his own expense, provide all materials required for the Works other than those which are to be issued by the Employer. 2. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply. 3. Wherever required by the Engineer-in-Charge, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven (7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying with the Technical specifications laid down in the Contract, for approval. 4. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor. 5. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of Employer, except if the tests disclose that the said materials are not in accordance with the provision of the Contract, then the same shall be to the account of the Contractor. 6. The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which
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	may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or its representatives or its employees, in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Employer, provided further that the Contractor has brought to the notice of the Engineer-in-Charge, of such infringement immediately upon the instructions of the Engineer-in-Charge or upon the Contractor becoming aware of such infringement. 7. Subject as hereinafter provided in GCC Clause entitled 'Contract Price Adjustment' all charges on account of GST and other levies/octroi on materials obtained for the Works from any source (excluding materials issued by the Employer) shall be borne by the Contractor. <i>(b) Materials to be issued by the Employer:</i> (i) Materials to be issued by the Employer free of cost The Employer, if so stipulated in SEC, may issue cement, reinforcement steel and structural steel to the Contractor free of cost for incorporation in the Works as per the terms and conditions specified in the SCC/Technical Specifications. (ii) Materials to be issued by the Employer on chargeable basis If after the award of the Contract, the Contractor desires the Employer to issue/supply any other materials, for the purposes of the Contract such materials may be issued by the Employer, if available, at rates and terms and conditions to be fixed by the Engineer-in-Charge. The Employer reserves the right not to issue any such materials. The non-issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost. <i>(c) General:</i> 1. Materials required for the Works, whether brought by the Contractor or issued by the Employer, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor. 2. Engineer-in-Charge shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works,
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	either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be reasonably required for such inspection and examination. 3. All materials brought to the Site shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him. 4. The Employer may issue all the materials agreed to be issued to the Contractor under the Contract, at its site stores, or nearest railhead. In case the materials are issued at the nearest rail head, the cost of transportation only, from such rail head to the Site will be borne by the Employer, subject to the reasonableness of such transportation cost being certified by the Engineer-in-Charge. All other costs such as loading, unloading, transportation to Contractor's godown, storage etc. till the materials are incorporated in the Works or returned to the Employer shall be to the account of the Contractor. 5. All materials issued to the Contractor, by the Employer for incorporation or fixing in the Works (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Contractor at his expense, at the Employer's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the Employer's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor, had such materials been delivered at the Employer's store, shall be borne by the Employer.
35.	Quality Assurance Programme
35.1	Sampling, testing and quality assurance requirements are given in Technical Specifications
35.2	All costs associated with testing of materials required as per Technical Specifications shall be deemed to be included in Contract rates/prices in the Schedule of Quantities.
36.	Inspection and Approval
36.1	All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

36.2	No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall provide full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before further work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly' attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at his own expense.
36.3	The Engineer-in-Charge or his authorised representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.
36.4	The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to have been executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the Employer. In any other case all such expenses shall be borne by the Contractor.
36.5	The additional & specific inspection and approval requirements in respect of the Works are detailed further in the Technical Specifications.
37.	Records and Measurement
37.1	The Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of the Work done in accordance with the Contract.
37.2	All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Engineer-in-Charge so that a complete record is obtained of all Work performed under the Contract.
37.3	Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative.
37.4	Before taking measurements of any Work the Engineer-in-Charge or his authorised representative for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorised representative for taking the measurements after such a notice or fails to countersign or to record the objection, if any, within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or his authorised representative shall be taken to be correct measurements of the Work.
37.5	The Contractor shall, without extra charge, provide assistance with every appliance, labour etc. necessary for taking measurements.
37.6	Measurements shall be signed and dated by both parties each day on the Site on

	completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.
38.	Methods of Measurement
38.1	Measurement of Contract items of Work shall be taken in accordance with method of Measurement stipulated in the Technical Specifications/Schedule of Quantities. In case of extra items, the Engineer-in-Charge shall also specify the method of measurement for such items at the time of his order for execution of such extra items.
38.2	In case no method of measurement is stipulated in Technical Specifications/ Schedule of Quantities/ Order of the Engineer-in-Charge, then the Method of Measurement of such items shall be as per the relevant Standard Method of Measurement issued by Indian Standards Institution or general industry practice/ local custom.
39.	Temporary/ Enabling Works
39.1	The siting and nature of all offices, access road to the work areas, access tracks to work areas, sumps, and all other Temporary / Enabling Works as may be required for the proper execution of the Works shall be subject to the approval of the Engineer-in-Charge. These Works shall be executed by the Contractor at his own cost. Hard crusting for pre-assembly/fabrication yard shall be in line with Technical Specifications.
39.2	All equipment, labour, materials including cement, reinforcement and the structural steel required for the Enabling Works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor on this account and the unit rates quoted by the Contractor for various items in the Schedule of Quantities shall be deemed to include the cost of Enabling Works.
39.3	However, for fabrication yard or for fabrication of structural steel, if any, hard crusting made with compacted filling using broken hard stone aggregate with binding material shall be measured and paid under relevant item of stone aggregate filling with binding material as specified in Technical Specifications and Schedule of Quantities. The maximum area of hard crusting that will be paid is limited to consecutive three (3) month peak fabrication quantity in M.T. indicated in the Work Schedule multiplied by 3.5 sq. m per M.T. The hard crusting area arrived as above shall be further subject to availability of appropriate area in the general layout plan and approval of the Engineer-in-Charge. Further development of fabrication and assembly bed, power distribution points, cable laying, drains, additional area of hard crusting over and above area stipulated etc., shall be done by the Contractor, at his own cost.

39.4	The Contractor shall make his own arrangement for approach to the work Site, including borrow/ disposal area and for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.
40.	Urgent Works
40.1	If any Urgent Work becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other means, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses, incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
41.	Construction Power and Construction Water Supply and Staff / Labour Colony Unless otherwise stated in SEC, the provisions for Construction Power and Construction Water Supply and Staff/ Labour Colony shall be as under:
41.1.1	The Contractor shall advise the Engineer-in-Charge, within twenty-eight (28) days from the date of acceptance of the Letter of Award, about his exact requirement of space for his office, storage area, preassembly and fabrication areas, labour and staff colony area (land if available), etc. The above requirement shall be reviewed by the Engineer-in-Charge and space as decided by him will be allotted for his use as well as his Sub-Contractor's use.
41.1.2	On completion of Work, the Contractor shall handover the land duly cleaned to the Engineer-in-Charge. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer-in- Charge if the Contractor overstay in the land after the Contract is completed.
41.1.3	The Contractor shall submit to the Engineer-in-Charge within twenty-eight (28) days from the date of acceptance of the Letter of Award, his electrical power requirements, if any, to allow the planning of the same by the Engineer-in- Charge. The Contractor shall be provided with free supply of electricity for the purposes of the Contract only, at two convenient locations in the Site. The Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer-in- Charge's inspection and approval before connection to supply. The free supply of power will not be provided for the use in the labour and staff colony. Power supply for labour and staff colony shall be provided at one point. It shall be the responsibility of the Contractor to take the power supply upto the point of his use. The Contractor shall be charged for power supply to labour and staff colony at rates prevalent as per the tariff of the electricity distribution entity at the Site. The Engineer-in-Charge may consider additional points of power supply in deserving and exceptional cases.
41.1.4	The Employer does not guarantee uninterrupted power supply.
41.1.5	The Contractor shall arrange for drinking water to his workmen/staff at Work Site and other water supply for all purposes for his labour and other personnel at the worksite / colony on his own. The quality of water should meet the requirements for which it is proposed to be used. All Civil and Structural Work associated with the above including borings, pipe lines, valves, pumps, tube wells, pump house,

	underground storage tank, over ground storage tank, water tankers etc., whatsoever required for taking the water from the underground source or any other source to the place of use shall be provided/ erected/ constructed/ maintained by the Contractor at his own cost.
41.1.6	The Contractor shall not be entitled to any compensation on account of the expenditure incurred in arranging the construction water.
41.2	Supply of Unfiltered Water for Construction Purposes only
41.2.1	Unless otherwise stated in SCC, the Contractor shall draw water from the water supply mains provided in the project at suitable points to be indicated by the Engineer-in-Charge. All pipelines, pumps and other accessories required for taking the water from the mains to the site of Work shall be provided by the Contractor at his own cost. He shall not be entitled to any payment on account of the expenditure incurred in providing the pipelines, pumps, etc. No charges will be levied on the Contractor for the water drawn by him for the purpose of the construction work. Should the water, however, be used for either the colony or for manufacture, always subject to prior written permission of the Engineer-in-Charge, the same shall be chargeable at a rate to be fixed by him whose decision in this regard shall be final. However, the water supply shall have to be taken through a metered connection.
41.2.2	The Employer does not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water; the Contractor shall be responsible for making at his own cost alternative arrangements for water. The Engineer-in-Charge also reserves the right to limit the quantity of water to be allowed to be drawn by the Contractor.
41.2.3	No claim for damages will be entertained by the Employer on account of interruption of water supply or limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or on any other account in connection with such water supply.
41.2.4	It will be the responsibility of the Contractor to adequately treat the water at his cost before use for the intended purpose.
41.2.5	Where the Contractor makes his own arrangements for water required for the Work, nothing extra shall be paid for the same. He should make arrangements for storage of sufficient quantity of water required for at least a day's work.
41.3	The contractor shall arrange for construction water from underground/local sources. All borings, pipelines, pumps, water tankers, underground storage tank, over-ground storage tank, etc, whatsoever required for taking the water from the underground source to the site of work shall be provided / erected / constructed/ maintained by the contractor at his own cost.
41.4	The Contractor shall not be entitled to any compensation on account of the expenditure incurred in arranging the construction water.
41.5	Contractor shall make the arrangement for construction power at his own cost. However, NTPC may provide construction power as per site availability on chargeable basis, but the Contractor shall not be entitled to any compensation on

	account of the quality and availability of power from NTPC.
41.6	The contractor shall make his own arrangement for construction/ rented premises for labour/ staff colony.
42.	Site Laboratory
42.1	As part of the Contract, the Contractor shall provide and maintain a site laboratory for the testing of construction materials under the direction and general supervision of the Engineer-in-Charge.
42.2	The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during testing of samples.
42.3	All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.
42.4	The Contractor shall provide approved qualified personnel to operate and maintain the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-Charge.
42.5	The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc.
42.6	The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-Charge and shall submit the results of such measurements without delay.
43.	Completion Certificate
43.1	As soon as the Work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within eighty-four (84) days of receipt of such notice the Engineer-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion, (b) defects, if any, in the Work to be rectified by the Contractor and/or (c) items, if any, for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the Work be considered to be complete till the Contractor shall have removed from the premises on which the Work has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects), and the like to the satisfaction of Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirement of the conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may, at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and recover the cost after giving due credit for the realised amount. The term 'completion' used herein means the physical completion of the Work and in no way means to connote the quality or time of performance of the Work.

43.2	If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as 'the relevant part') notwithstanding anything expressed or implied elsewhere in this Contract.
43.3	In case of such taking over of possession by Engineer-in Charge of the said item or group of items, the following shall govern:
43.3.1	Within twenty-eight (28) days of request by the Contractor, the Engineer-in-Charge shall issue completion certificate for the relevant part as in GCC Sub-Clause 43.1 above provided the Contractor fulfils his obligations under that Condition for the relevant part.
43.3.2	The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
43.3.3	The Contractor may reduce the value insured under GCC Clause entitled 'Contractor's Liability and Insurance' to the extent of the value of the completed items or relevant part as estimated by the Engineer-in-Charge and notified for this purpose. This estimate shall be applicable for this purpose only and for no other.
43.3.4	For the purposes of ascertaining liquidated damages for delay under GCC Sub-Clause 29.6 in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under GCC Sub-Clause 29.2 and actual date of completion ascertified by the Engineer-in-Charge under this Clause.
E.	DEFECTS LIABILITY
44.	Liability for Damage, Defects or Imperfections and Rectification thereof
44.1	If the Contractor or his workmen or employees shall injure or destroy any part of the building / structure in which they may be working or any building, road, fence etc. contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work while in progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles complained of, as the case may be, by other

	means at the risk and expense of the Contractor.
45.	Defects Liability Period
45.1	Unless otherwise specified in the SCC , the Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twelve (12) months from the certified date of completion.
45.1.1	On expiry of the period mentioned as defect liability period (GCC Clause 45), contractor's liability ceases except for latent defects. The contractor's liability for latent defect shall be limited to a period of five (5) years from the end of Defect liability period for the subject package. For the purpose of this clause the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period but may surface later.
F.	RISK DISTRIBUTION
46.	Employer's and Contractor's Risks and Insurance
46.1	The Employer carries the risks which this Contract states as Employer's risks, and the Contractor carries risks which this Contract states as Contractor's risks, under this clause.
46.2	Irrespective of the Employer's Risks or Contractor's Risks the Contractor shall execute the Works as per Contract and as directed by Engineer-in-Charge.
46.3	Employer's Risks
46.3.1	The 'Excepted Risks' are (1) In so far as they occur in the Union of India and directly affect the execution of the Works: (a) war and hostilities (whether war be declared or not), invasion, act of foreign enemies. (b) rebellion, revolution, insurrection or military or usurped power or civil war. (c) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works; (d) ionizing radiations, or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component; (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed; (f) any operation of the forces of nature, which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate precautions or

	(2) a cause due to the design of the Works, other than the Contractor's design.
46.3.2	In the event of any loss or damage to the Works or any part thereof and/or to any materials or articles at the Site from out of any occurrence of Excepted Risks, the following provisions shall have effect: (a) The Contractor shall, as may be directed in writing by the Engineer-in- Charge, remove from the Site any debris and so much of the Works as shall have been damaged, take the same to the place identified by the Employer, at the Employer's cost. (b) The Contractor shall, as may be directed in writing by the Engineer-in- Charge, proceed to rectify, repair, reconstruct or replace the damaged articles, materials and the Works under and in accordance with the Conditions of the Contract, at the Employer's cost.
46.3.3	The Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
46.4	Contractor's Risks
46.4.1	All risks of loss of or damage to the physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, other than those covered under the Excepted Risks, will be the liability of the Contractor, except as otherwise provided in the Contract.
46.4.2	From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except due to Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
46.4.3	The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any Compensation or damage caused by any occurrence of the Excepted Risks.
46.5	Insurance
46.5.1	Before commencing the execution of the Works, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Employer against any damage/ loss or injury which may occur to any property or to any person (including any employee of the Employer) by or arising out of carrying out of the Contract, except due to reasons of 'Excepted Risks'.

46.5.2	Towards this end, the Contractor shall arrange adequate insurance coverages, in the joint names of the Employer and the Contractor, from the date of commencement of the work to the end of the Defects Liability Period for at-least the following: (i) loss of or damage to the Works including Employer issued materials; (ii) loss of or damage to the Contractor's T&P; (iii) loss of or damage to the property other than Works including those of third parties; (iv) injury or death of personnel belonging to the Contractor, the Employer or any other party. (v) Worker's Compensation in accordance with the statutory requirements. The Contractor shall be compulsorily required to take Contractor's All Risk Insurance Policy for all risks except those covered under the Excepted risks with minimal deductible for the re-execution value of the Works on completion and replacement cost of the Contractor's T&P/ Plant & Equipment/ Employer's free issue materials/ Third party Property, etc. as mentioned above. For this purpose the re-execution value of the Works on completion/ replacement cost of the Contractor's T&P/ Plant & Equipment/ Employer's free issue materials/ Third party Property shall include all such expenses, costs, taxes, duties, levies, royalties, etc. which in case of total loss, the Employer/ Contractor would be reasonably expected to incur to bring these to the same state as if no damage had occurred. The Contractor and Employer shall mutually decide on the insured sum but in no case it shall be less than the 110% of the value of the Works on completion and Third party Property and 110% of the cost of Contractor's T&P/ Plant & Equipment/Employer's free issue materials delivered to site including all taxes, duties, levies and royalties etc. and escalation during the period of re-execution for the Works and delivery of replacement Contractor's T&P/ Plant & Equipment/ Employer's free issue materials to site. However, in case of any conflict, the Employer's decision regarding the insured sum shall be final and binding on the Contractor. The Employer shall be named coinsured in the policy and it shall include the extended cover at-least for the following: a) Third Party Liability b) Cross Liability c) Earthquake d) Cost of removal of debris e) Custom duty as applicable f) Escalation during re-execution g) Employer's surrounding property h) Storage risk at Fabricator's premises as applicable i) Cost of tools and tackles and material handling equipment used for construction purposes. j) War, SRCC & terrorism
46.5.3	Where Employer's building or a part thereof is rented by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-Charge shall be final.

46.5.4	Contractor shall ensure that the insurance coverage of the above policies include any loss or damage to his Staff, Supervisors, Engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.
46.5.5	All monies payable by the insurers under such policy or policies shall be first to be paid to the Employer who shall pay to the Contractor in instalments for the purpose of rebuilding or replacement or repair of the damaged Works, Contractor's T&P and/or materials destroyed or damaged as the case may be. Such payments of monies will be made in a manner that the payments are commensurate with the progress and cost of the repair, replacement and reconstruction, as may be and as determined by the Engineer-in-Charge in consultation with the Contractor.
46.5.6	Policies and certificate for insurance shall be delivered by the Contractor to the Project Engineer for the Project Engineer's approval before the date of commencement of the Works.
46.5.7	If the Contractor has a blanket insurance policy for all his works and the policy covers all or some of the items to be insured under this Clause, the said policy shall be assigned by the Contractor in favour of the Employer; provided however if any amount is payable under the policy by the insurers in respect of works other than the Work under this Contract, the same may be recovered by the Contractor directly from the insurers.
46.5.8	The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Engineer-in-Charge has agreed to such modification or cancellation in writing.
46.5.9	Upon grant of the time extension by the Engineer-in-Charge, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Employer and the Contractor shall promptly furnish documentary evidence to Engineer-in-Charge towards extension of insurance policies for the period of time extension.
46.5.10	The Contractor shall ensure that where applicable, his Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the Works executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.
46.5.11	If the Contractor and/or his Sub-Contractors (if any) shall fail to effect and keep in force the insurance coverage, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case the Employer may, without being bound to, effect and keep in force any such insurance coverage and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
46.5.12	If the Contractor does not provide any of the policies and certificates required, the Employer, with due notice to the Contractor may effect the insurance which the Contractor should have provided and recover the premiums, the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.
47.	Force Majeure
47.1	Definition of Force Majeure
47.1.1	"Force Majeure" shall mean any event beyond the control of the Employer or of the Contractor, as the case may be, (but excluding 'Excepted Risks', which shall be dealt in accordance with GCC Clause entitled "Employer's Risks") and which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.
47.1.2	Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Contract

	(i) terrorist acts, (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority, (iii) national/ sectoral/illegal strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.
47.2	Notice of Force Majeure
47.2.1	If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
47.2.2	The party who has given such notice shall be excused from the performance or punctual performance is prevented, hindered or delayed.
47.2.3	Notwithstanding any other provision of the Clause, Force Majeure shall not apply to any obligations of the Employer to make payments to the Contractor herein.
47.3	Duty to Minimize Delay
47.3.1	The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clause 47.5.
47.4	Consequence of Force Majeure
47.4.1	If the Contractor is prevented from performing its obligations under the Contract by reason of Force Majeure of which notice has been given under Sub-Clause 47.2.1, and suffers delay by reason of such Force Majeure, the Contractor shall be entitled to an extension of time for any such delay, if the Completion is or will be delayed, in accordance with GCC Sub-Clause entitled "Extension of Time for Completion".
47.4.2	No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall (a) constitute a default or breach of the Contract, (b) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
47.5	Termination for reasons due to extended Force Majeure
47.5.1	If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than seventy (70) days or an aggregate period of more than one hundred and forty (140) days or any such extended period as may be agreed to between the parties on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving

	a notice to the other.
47.5.2	In the event of termination pursuant to GCC Sub-Clause 47.5.1, the rights and obligations of the Employer and the Contractor shall be as specified hereunder: a) the Contractor shall be paid at contract rates for the work already executed by him. b) The Employer shall have an option to take over the Contractor's facilities/materials or any part thereof brought to site by the Contractor's facilities/materials or any part thereof brought to site by the Contractor, at such rates as are determined reasonable by the Engineer-in-Charge.
47.5.3	In the event of any disagreement of the parties relating to matters at GCC 47.5.2, the dispute shall be settled in accordance with GCC Clause titled "Settlement of Disputes".
G.	CHANGES IN CONTRACT ELEMENT
48.	Changes in Constitution:
48.1	Where the Contractor is a partnership firm, prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the Work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of GCC Sub-Clause 51.3 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said GCC Sub-Clause 51.3.
49.	Power of Engineer-in-Charge for alterations/ omissions/ additions/ substitutions
49.1	The Engineer-in-Charge shall have power (i) to make alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons he may consider necessary and/or reasonable. Any such alterations, omissions, additions or substitutions shall be ordered by the Engineer-in-Charge as a deviation. The Contractor shall be bound to carry out the said deviation in accordance with instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original Works, except as otherwise provided herein.
49.2	Permissible deviation limit for variations in Contract Items
49.2.1	In case of items of Work above ground surface, as it exists at the time of commencement of Work, quantities of which may change due to Site Conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)20%.
49.2.2	In case of items of Work below ground surface, as it exists at the time of commencement of Work, quantities of which may change due to Site conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)100% and (-30%).
49.2.3	For the purposes of GCC Sub-Clause 49.2.1 above, all the quantities of any item actually executed from 0-120% of the Contract quantity will be payable at Contract rates while the rates for the quantities above 120% will be subject to

	review/revision. Similarly, for the purposes of GCC Sub-clause 49.2.2 above, all the quantities of any item actually executed from 70% to +200% of the Contract quantity will be payable at Contract Rates while the rates for the entire quantity executed from 0% to 69% (if the total quantity executed is in this range) and the entire quantity executed above 200% will be subject to review/revision as provisions herein.
49.2.4	In case the Schedule of Quantities contains sub-items of Work under a Main Item, then the above permissible limits of deviation shall be applicable on the value of each such sub-item and not on the entire value of the Main Item.
49.2.5	The deviations up to the above permissible limits shall be carried out by the Contractor at the same rates and terms as per the Contract.
49.3	Methodology for Determination of Rates for variations of Contract Items beyond the permissible deviation limits
49.3.1	For Contract Items which exceed the limits over the original value of that item as mentioned in GCC Sub-Clause 49.2.1 & 49.2.2 above, the Contractor may, within fourteen (14) days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Employer of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and the relevant documents to substantiate the same. The Engineer-in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer-in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one (21) days thereafter, shall fix the rate(s)/price(s) as are, in his opinion appropriate. The rate(s)/price(s) so fixed shall be notified to the Contractor and shall be final and binding.
49.3.2	If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty one (21) days. If the Employer does not determine and cause the Engineer-in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the items of Work executed beyond the permissible deviation limits, at 75% (seventy-five percent) of the rate(s)/price(s) claimed by the Contractor with satisfactory supporting documents or at Contract Rate, purely on adhoc and provisional basis subject to adjustment.
49.3.3	In the event of the Contractor failing to inform the Engineer-in-Charge, within the stipulated period of fourteen (14) days time, the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.
49.3.4	The provisions of GCC Sub-Clauses 49.3.1, 49.3.2 and 49.3.3 above shall only be applicable to such individual Contract Item(s)/ sub-item(s) of Work whose original value is equal to or in excess of 1% of the total Contract Value (as awarded).

49.3.5	For individual Contracts Item(s)/ sub-item(s) of Work whose original value as per Letter of Award is less than 1% of the total Contract Value (as awarded) for each such item, there shall be no limit on the extent of deviations over the original value of the Item and shall be paid on the contracted rate(s)/price(s).
49.3.6	Rates of Items of Work derived on the basis as detailed in GCC Sub-Clause 49.3.1 or 49.3.2, or notified under GCC Sub-Clause 49.3.3 shall not be eligible for price adjustment, provided the period of execution of such items of Work beyond the permissible deviation limit as per the schedule to be finalised in line with GCC Sub-Clause 49.5, is less than or equal to six (6) months.
49.3.7	Further, in case the period of execution of such items of Work is more than six(6) months, such items shall be eligible for price adjustment as per clause entitled 'Contract Price Adjustment'. The base date in such a situation shall be the date as specified by the Engineer-in-Charge while determination of the Market Rate.
49.4	Methodology for Determination of Rates for Extra Items (Additional, Altered or Substituted Items) of Work
49.4.1	Rates for Extra Items of Work (comprising of Additional, Altered or Substituted items of Work), shall be determined by the Engineer-in-Charge in the following order: (i) If the rate(s)/price(s) for extra items occurring in a particular schedule of quantities are available in other schedule of quantities forming part of the Contract, the lowest of such rate(s)/price(s) will be used, subject to the nature of work being comparable. (ii) If the rate(s) cannot be derived as per (i) above, then (a) In case of contracts with only one Schedule of Quantities forming the part of the Contract, the rate(s)/price(s) for the extra item(s) shall be derived from the lowest of any similar item(s) in that Schedule. (b) In case of contracts with two or more Schedules of Quantities forming a part of the contract, the rates for the Extra Item(s) will be derived from the nearest similar item appearing in the Schedule in which the extra item is to be executed failing which from any other Schedule in which nearest similar item is available, the rate so derived being the lowest of such derived from nearest similar items in those other Schedules and used.
49.4.2	If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in GCC Sub-Clause 49.4.1 (i) & (ii) above, the Contractor shall, within fourteen (14) days of the date of receipt of the order to carry out the said Work, inform the Engineer-in-Charge under advice to the Employer of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and relevant documents to substantiate the same. The Engineer-in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer-in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one (21) days thereafter shall fix the rate(s)/price(s) as are, in his

	opinion appropriate. The rate(s)/price(s) so fixed shall be notified to the Contractor and shall be final and binding.
49.4.3	If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty-one (21) days. If the Employer does not determine and cause the Engineer-in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the extra items of Work, at 75% (seventy-five percent) of the rate(s)/price(s) claimed by the Contractor with supporting documents, purely on adhoc and provisional basis subject to adjustment.
49.4.4	In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of fourteen (14) days time the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.
49.4.5	Rates of Extra Items of Work, derived from Schedule of Quantities as detailed in GCC Sub-Clause 49.4.1 (i) & (ii) above, shall be eligible for Price Adjustment as per GCC Clause entitled 'Contract Price Adjustment' including base date.
49.4.6	Rates for Extra Items of Work, derived on the basis as detailed in GCC Sub- Clause 49.4.2 or 49.4.3, or notified under GCC Sub-Clause 49.4.4 above shall not be eligible for Price Adjustment, provided the period of execution of such Extra Items of Work beyond the permissible deviation limit as per the schedule to be finalised in line with GCC Sub-Clause 49.5, is less than or equal to six (6) months.
49.4.7	Further, in case the period of execution of such items of Work is more than six(6) months, such items shall be eligible for price adjustment as per clause entitled 'Contract Price Adjustment'. The base date in such a situation shall be the date as specified by the Engineer-in-Charge while determination of the market rate.
49.5	Work Schedules for variation beyond deviation limits & Extra Items
49.5.1	The Engineer-in-Charge shall finalise a Work Schedule in consultation with the Contractor for items of Work beyond deviation limits and the Extra Items of Work to be executed and the date(s) specified in this agreed Work Schedule shall be considered as the date for working out the Price adjustment amount. The primary consideration by the Engineer-in-Charge while determining the time required for execution of the altered or substituted item(s) of Work, would be quantities of the altered or substituted and not the value of altered or substituted item(s) of Work. The Contractor shall not be eligible for Price Adjustment Payment for quantities of items executed beyond the schedule date(s), if execution of the items of the Work has been delayed for the reasons attributable to the Contractor.
49.5.2	However, the Contractor would be eligible for claim or liable for refund for Price Adjustment(s) for quantities of items of the Work executed beyond the schedule dates based on the value of indices as applicable to the scheduled dates of execution, for such delayed work provided that if the indices during the extended period are lower than the indices during scheduled period of execution, then lower indices shall be applicable.

49.6	Provisional payments
49.6.1	Pending approval of the Rates for Contract Item(s) of Work beyond the permissible deviation limits as well as for Extra Items (Additional, Altered or Substituted item) of Work, provisional payment at an interim rate (not exceeding 80% of the rate/price determined by the Engineer-in-Charge), shall be made to the Contractor in the interest of progress of Work, which shall be regularized after approval of Competent Authority.
50.	Suspension of Works
50.1	The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons: (i) On account of any default on part of the Contractor; or (ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; or (iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.
50.2	The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
50.3	If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 50.1 above, in so far as it concerns suspension of part of the Works or whole of the balance, the Contractor shall be entitled to an extension of time equivalent to the period of suspension plus 25% thereof. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.
50.4	If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 50.1 above, as far as it concerns the entire balance of Works on the date of suspension and if such period of suspension cumulatively exceeds twenty-eight (28) days, then in addition to extension of time as in Sub-Clause 50.2 above, the Contractor shall be eligible for compensation, as the Employer may consider reasonable, in respect of salaries and/ or wages paid by the Contractor to his employees and labour at site, remaining idle during the cumulative period of suspension, adding to the total thereof, a reasonable percentage as determined appropriate by the Engineer-in-Charge, to cover indirect expenses and incidentals of the Contractor, provided the Contractor submits his claim supported by details to establish the reasonableness of his claim to the Engineer-in-Charge under advice to the Employer within fourteen (14) days of the expiry of the said twenty-eight (28) days period.
50.5	If for any reason other than for reasons of Contractor's default as per GCC Sub-Clause 50.1(i) above, if the Contract remains suspended for a continuous period exceeding ninety (90) days, then the Employer and the Contractor shall mutually discuss and agree for a suitable course of action regarding the recommencement/ reinstatement of the suspended work or alternatively treat the suspension as termination / abandonment of the Works by the Employer as per GCC Sub-Clause 51.1 herein. If out of above discussion it is determined that the Contract has to be treated as terminated under the provisions of GCC Sub-Clause 51.1, then the Contractor shall be eligible for compensation as envisaged in GCC Sub-Clause

	51.1.1 herein.
51.	Termination
51.1	Termination by the Employer If at any time after award of Contract, the Employer shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out by the Contractor, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor except as herein under provided, shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the said termination of the whole or part of the Works.
51.1.1	The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the Work to the full extent because of the said termination: (a) Any cost incurred on preliminary site work, e.g. access roads, labour huts, staff quarters and site offices; storage accommodation and water storage tanks, etc. (b) (i) The Employer shall have the option to take over Contractor's facilities/ materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor. (ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable. (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Employer at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Employer's stores, if so required by the Employer. (d) Reasonable compensation for transfer of Contractor's T&P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

51.1.2	The Contractor shall, if required by the Engineer-in-Charge furnish to him wage books, time sheets and other relevant documents as may be reasonably necessary to enable him to certify the reasonableness of the amount payable under this Clause.
51.2	Termination on Contractor's Death
51.2.1	If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to cancel the Contract as to its incomplete part without the Employer being liable in any way to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.
51.3	Termination for Contractor's Default
51.3.1	If the Contractor: (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice of seven (7) days in writing from the Engineer-in-Charge; or (b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within seven (7) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or (c) fails to complete the Works or items of Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or (d) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgement of the Employer. For the purpose of this Sub-Clause: "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 execution. "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; or (e) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force, for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or (f) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or (g) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer; (h) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 30.3. the Employer may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Employer by written notice, cancel the Contract as a whole or only such items of work in default, from the Contract.
51.3.2	The Employer shall on such cancellation have rights to: (a) take possession of the Works and any materials, construction plant, implements, stores, etc., thereon; and/or (b) carry out the incomplete Work by any means at the risk and cost of the Contractor.
51.3.3	On cancellation of the Contract in full or in part, the Employer shall determine what amount, if any, is recoverable from the Contractor for completion of Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's material taken over as well as incorporated in the work, and use of tools and plants belonging to the Contractor.

51.3.4	Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within twenty-eight (28) days.
51.3.5	If the Contractor shall fail to pay the required sum within the aforesaid period of twenty-eight (28) days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered from him.
51.3.7	Any sums in excess of the amounts due to the Employer and unsold materials, construction plant etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.
52.	CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM The Employer has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals on the following seven parameters: • Engineering & Quality Assurance Capability • Finance • Supply • Construction/ Installation • Field Quality • Safety • Claims & Disputes The score-based feedback formats based on which Contractor's performance shall be evaluated is enclosed at Annexure-A. In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years. On completion of the above ineligibility period, the Contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. The Contractor may also request for early revocation of suspension after completion of at least two (2) year of the suspension period. On receipt of such request, the performance of the Contractor shall be assessed/evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders.
53.	Adherence to Fraud Prevention Policy

	The Contractor along with their associate/collaborator/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the 'Fraud Prevention Policy' of the Employer displayed on its tender website http://www.ntpctender.com. The Contractor along with their associate/collaborator/sub-contractors/sub-vendors/consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow any body else working in their organization to indulge in fraudulent activities during execution of the contract. The Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
54.	Policy for Debarment from Business dealings The Employer has in place a Policy for withholding and banning of Business Dealings 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 GGC Clause 51.3.1 or any of the grounds as detailed in the said Debarment Policy.
55.	CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM (CLIMS): (a) The Contractor has to necessarily get itself registered in the Contractor's Labour Information Management System (CLIMS), which will be installed by the Employer. (b) The entry and exit of all contract labour to the plant premises will be through Gate Access Control System of above 'Contractor's Labour Information Management System'. (c) It will be the responsibility of the Contractor to ensure timely exit of all labours from the plant premises after completion of job of that day. (d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above system.
56.	Limitation of Liability
56.1	Except in cases of criminal negligence or willful misconduct, (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. (c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.
57.	No Claim for interest or damage
57.1	Interest on money due to the contractor: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise.

	Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.																				
57.2	No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.																				
58.	Compliance to Carriage by Road Rules 2011 All the T&P and materials required for Works, whether bought by Contractor or issued by the Employer, if required to be transported by Road, must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.																				
59.	Contract Closing Procedure																				
59.1	The closing of Contract shall be effected after completion of the defect liability period and return/refund of CPG/Security Deposit.																				
59.2	The following thirteen (13) certificates, as per the proforma enclosed in Section VIII (Forms and Procedures), shall be issued by the ‘concerned departments of NTPC’/ ‘Contractor’, as applicable, and submitted to the concerned authority designated in NTPC for closing of Contracts: <table><tr><th>Certificate No.</th><th>Certificate Description</th><th>Responsibility</th><th>Limiting Dates For Issuance Of Certificate</th></tr><tr><td>CCP-01</td><td>Certificate of Final Amendment to the Contract</td><td>C&M dept.</td><td>7 Months from Completion of Facilities</td></tr><tr><td>CCP-02</td><td>Drawing Receipt Certificate</td><td>Executing Dept./EIC</td><td>2 Months from Completion of Facilities</td></tr><tr><td>CCP-03</td><td>QA Documents Receipt Certificate</td><td>FQA</td><td>2 Months from Completion of Facilities</td></tr><tr><td>CCP-04</td><td>O&M Manual Receipt Certificate</td><td>Executing Dept./EIC</td><td>4 Months from Completion of Facilities</td></tr></table>	Certificate No.	Certificate Description	Responsibility	Limiting Dates For Issuance Of Certificate	CCP-01	Certificate of Final Amendment to the Contract	C&M dept.	7 Months from Completion of Facilities	CCP-02	Drawing Receipt Certificate	Executing Dept./EIC	2 Months from Completion of Facilities	CCP-03	QA Documents Receipt Certificate	FQA	2 Months from Completion of Facilities	CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC	4 Months from Completion of Facilities
Certificate No.	Certificate Description	Responsibility	Limiting Dates For Issuance Of Certificate																		
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CCP-02	Drawing Receipt Certificate	Executing Dept./EIC	2 Months from Completion of Facilities																		
CCP-03	QA Documents Receipt Certificate	FQA	2 Months from Completion of Facilities																		
CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC	4 Months from Completion of Facilities																		

	CCP-05	Scope Completion Certificate	Executing Dept./EIC	8 Months from Completion of Facilities
	CCP-06	Liquidated Damages for Delay Certificate	Executing Dept./EIC	7 Months from Completion of Facilities
	CCP-07	Shortfall in Equipment Performance Certificate	Executing Dept./EIC	5 Months from Performance and Guarantee (PG) Tests
	CCP-08	"Material Reconciliation" Certificate	Executing Dept./EIC & Site Materials Mgmt.	6 Months from Completion of Facilities
	CCP-09	"Payment Reconciliation" Certificate	Finance	6 Months from Completion of Facilities
	CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor	9 Months from Completion of Facilities
	CCP-11	"No Demand by Contractor Certificate"	Contractor	6 Months from Completion of Facilities
	CCP-12	Certificate of Completion of Warranty Period	Executing Dept./EIC	14 Months from Completion of Facilities
	CCP-13	Certificate for Return of BGs/Security Deposit/Indemnity Bonds etc.	Finance	All BGs except CPG: 5 Months from Completion of Facilities. CPG: 15 Months from Completion of Facilities
59.3	Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 58.2 above. It shall be the responsibility of the contractor to submit the drawings along with the reproducible, QA documents, O&M Manuals, List of Spares, As Built drawings,			

	deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded. The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.
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PERFORMANCE REPORT OF CONTRACTOR

GUIDELINES FOR FILLING THE FORMAT

- 1.0 The feedback shall be based on records, evidences and documents (hindrance register, DPR, monthly PRT MoM, contractor's MPR, etc). Due diligence shall be taken to capture the actual progress, hindrances, if any from the monthly progress report to be submitted by the concerned agency. As Daily Progress Report/ Weekly Progress Report/ Monthly Progress Report are key documents / inputs for Vendor Performance measurement. Non-submission of the aforesaid documents may also be reckoned as poor performance.
- 2.0 For measurement of contractor performance in various activities in supply, site execution etc, the Contractor shall submit quantified L-2 schedule within 3 months after scheduled completion of Basic Engg or 180 days from date of award, whichever is earlier. Based on the progress of detailed Engg, quantified L-2 shall be updated as and when required.
- 3.0 This vendor performance rating system is applicable for a particular package being executed by the vendor. If the same vendor is executing multiple packages in a project or at number of NTPC projects, the performance report shall be prepared package wise and the screening committee may then take a final view for evaluating the overall performance of the vendor before initiating action for issuance of Notice for Withholding of business dealings with the concerned contractor, in case the performance is found unsatisfactory.

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR ENGG & QA SCORE

no BE FILLED IN BY ENGG.)

S.No.	Parameters	Max Score (A)	Act% age w.r.t. sch (B)	Marks obtained (C) = (A)x(B)
(i)	%age of "Approval" category drgs/ docs submitted within submission schedule.	30		
(ii)	%age of "Information" category drgs/ docs submitted within submission schedule.	20		
(iii)	%age of drgs/docs approved within approval schedule (in Cat-I/IV)"	20		
(iv)	%age of drgs/docs approved within approval schedule (in Cat-11/IVR)"	20		
(v)	%age of Sub-vendor proposal for items identified in "DR" category & submitted within agreed schedule (i.e. 3 months prior to schedule date of ordering identified in L2)*..	10		
	TOTAL	100		

* For (iii) & (iv) above - If all drawings/documents due for approval are approved in Cat-I/IV within approval schedule, then marks allocated against (iii) & (iv) above shall be clubbed for calculation purpose.

** In case no "DR" proposal is submitted and orders are placed on already approved vendors, then full marks shall be given for calculation purpose against item (v).

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR FINANCE SCORE

(TO BE FILLED IN BY PP&M PRT COORDINATOR ON MONTHLY BASIS DURING PRT MEETING. BASED ON DETAILS TO BE FURNISHED BY SITE P&SI

S.no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C) = (A) *(B)
(i)	Number of instances NTPC has to issue Comfort letters to sub-vendors for getting supplies.	25		
(ii)	Number of instances vendor has requested for advance against BG from NTPC (beyond contractual provision)	25		
(iii)	Number of instances of supply delay beyond 1 month after issuance of MDCC.	25		
(iv)	Number of instances of direct supply / diversion of materials / consumables by NTPC.	25		
	TOTAL	100		

*Performance to be captured by PP&M PRT Coordinator on monthly basis during PRT Meeting, based on details to be furnished by site P&S.

*(No instances = 100%

Up to 1 instance= 50%

more than 1 instances= 0%).

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR SUPPLY SCORE

TO BE FILLED IN BY CONTRACTS

S.no	Parameters	Max Score (A)	Actual w.r.t. L2 schedule (B)	Marks Obtained (C) = (A) *(B)
(i)	Ordering of Bought out items as per approved L2 network*			
	Major Bought out items	20		
	Minor Bought out items	5		
	Number of instances of cancellation / changes of Bol orders (No instances = 100% Up to 1 instances= 50% more than 1 instances= 0%).	10		
(ii)	Supply of Main Equipment per approved L2 network	60		
(iii)	Supply of Mandatory spares as per approved L2 network	5		
	TOTAL	100		

*If Major & Minor Bought out items are not separately identified in L-2 network then both shall be clubbed into single line item with Max score of 25.

Note: Overall % of actual progress vis-a-vis L2 schedule in Col (B) shall be arrived in the following manner:

- (i) Let there be n type of Items/systems identified in L2/Quantified L2 schedule i.e. E1, E2, E3..... En.
- (ii) Let% progress for each type of Item/system vis-a-vis L2 schedule be %E1, %E2, %E3 %En.
- (iii) Overall% in Col (B) = (%E1+ %E2+ %E3.....+%En)/n

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR CONSTRUCTION/INSTALLATION SCORE

(TO BE FILLED IN BY SITE)

S.no	Parameters	Max Score (A)	% of actual vis-à-vis L2 schedule (B)	Marks Obtained (C)=(A) *(B)
(i)	Physical progress i.e. Installation of equipment/ item, Civil works (i.e. Excavation, RCC, Piling, etc), Structural Works (i.e. Structural Fabrication, Erection, etc) as per approved L2 network	95		
(ii)	Project Management Capability and resource Management by Vendor at site. (5 Negative marks per instance)			
	Number of instances of delay due to inadequate deployment of equipment and T&P, based on record maintained in hindrance register, monthly PRT MoM, contractor's MPR, etc.	(-)5		
	Number of instances of direct payment by NTPC to Contractor's sub-vendors to expedite supplies / services / the progress of work at site affected due to strike / delay in payments to labourers.	(-)5		
(iii)	Submission of Monthly Report in specified formats.	5		
	TOTAL	100		

Data of Area-wise performance is mentioned below:

Sr No.	Activities	Scope	L2 Finish Date	Actual Completed till L2 Finish	%age Comp
1	Excavation				
2	RCC				
3	Structural / Equipment Erection				
				Avg Comp%	

Note: For Physical Progress, overall % of actual progress vis-a-vis quantified L2 schedule in Col (B) shall be arrived in the following manner (Unit of measurement shall be as per approved BBU for respective activities):

- (i) Let there be n category of works identified in L-2/Quantified L2 schedule i.e. W1, W2, W3.....Wn.
- (ii) Let % progress for each category of work vis-a-vis L2 schedule be %W1, %W2, %W3.....%Wn.
- (iii) Overall %in Col (B) = (%W1+ %W2+ %W3+%Wn)/n

Note:

-
- In case of delay in front (including construction drawings for civil packages and other inputs, if any) release by NTPC, measurement of delay in execution by the contractor shall be normalized proportionally.
- Contractor will have to submit monthly progress report capturing actual physical progress vis-a-vis L2 schedule and delay in hand over of front by NTPC, if any. In case of front delay the same has to be jointly signed by NTPC engineer & Vendor.

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR QUALITY SCORE

(TO BE FILLED IN BY SITE)

S.no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Availability of Testing facilities (Available as per contractual requirement - 100% Not available- 0%)	25		
(ii)	Preventing recurrence of defects/complaints (up to 5 cases - 100%, Up to 10 cases - 40%, more than 10 cases - 0%)	25		
(iii)	Proper Storage & Preservation of Equipment/Material (Nil violation - 100%, Up to 1 case of violation - 40%, more than 1 cases of violation - 0%)	25		
(iv)	Deployment of Qualified Quality Officers/Manpower as per Contract (% deployment w.r.t. contractual requirement)	25		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR SAFETY SCORE

(TO BE FILLED IN BY SITE)

S.no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Having safety policy and approved Safety Assurance Plan (available as per requirement - 100%, Not-available - 0%)	10		
(ii)	Violation of safety requirement as per Safety Assurance Plan. (0 violation = 100% Upto 3 violations = 50% more than 3 = 0%)	20		
(iii)	No. of incidence of Fatal accidents due to contractor's negligence (0 incidence = 100% 1 incidence= 50% more than 1 cases, or multiple fatalities in one instance= 0%)	50		
(iv)	No. of incidence of Non-Fatal accidents due to contractor's negligence (0 incidence = 100% Up to 5 incidence = 50% more than 5 = 0%)	10		
(v)	Deployment of Qualified Safety Officers as per contract (% deployment w.r.t. contractual requirement)	10		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR CLAIMS & DISPUTE SCORE

(TO BE FILLED IN BY SITE)

S.no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	No. of cases where Contractor stopped work on account of non-admittance/non settlement of claims (No case = 100% Upto 3 cases= 50% more than 3 cases = 0%)	70		
(ii)	No. of arbitration/legal cases resorted to by the Contractor (No case - 100%, otherwise 0%)	30		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

Overall Performance Evaluation

S.No.	Parameters	Max Score (A)	Score Obtained (B)	Weightage (C)	Max Weighted Score (D) = (A)*(C)	Weighted Score obtained (E) = (B)*(C)
(i)	Engineering & QA	100		0.20	20	
(ii)	Finance	100		0.20	20	
(iii)	Supply	100		0.20	20	
(iv)	Construction/Installation	100		0.20	20	
(v)	Quality	100		0.05	05	
(vi)	Safety	100		0.10	10	
	Claims & Disputes	100		0.05	05	
	Total			1.00	100	

Note: In case of Civil Contracts, score of Engineering & QA and Supply shall be NIL and weightage of Construction/Installation shall be 0.60.

Performance Rating

Total Weighted Score obtained	Performance Grade
Upto 50	Unsatisfactory
>50 to 70	Satisfactory
>70 to 80	Good
>80	Excellent

**TABLE OF FORMS AND PROCEDURES
SECTION-VIII (BOOK 1 OF 3)**

SL.NO.	DESCRIPTION
1	BID FORM TECHNO-COMMERCIAL BID
2	ATTACHMENT - 1 BID SECURITY
3	ATTACHMENT - 2 DOCUMENTS RELATED TO LEGAL STATUS OF BIDDER
4	ATTACHMENT – 3A FORM FOR QUALIFICATION DETAILS
	ATTACHMENT – 3B DETAILS REGARDING ANTICIPATION OF CHANGE IN OWNERSHIP
5	ATTACHMENT – 4 LIST OF SIMILAR WORKS ON HAND & PERCENTAGE COMPLETED BY THE BIDDER
6	ATTACHMENT - 5 FORM FOR LIST OF CONTRACTS EXECUTED
7	ATTACHMENT - 6 FORM FOR EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE
	ATTACHMENT – 6A FORM FOR SAFETY EQUIPMENT & SAFETY PERSONAL PROTECTIVE EQUIPMENTS
8	ATTACHMENT - 7 FORM FOR TO BE SUBMITTED AT SITE AFTER AWARD OF WORK
9	ATTACHMENT - 8 FORM FOR LIST OF FINANCIAL DOCUMENTS
10	ATTACHMENT - 9 FORM FOR GENERAL DECLARATION BY BIDDER
11	ATTACHMENT - 10 FORM FOR DETAILS OF FATAL ACCIDENTS
12	ATTACHMENT - 11 ELECTRONIC FUND TRANSFER
13	ATTACHMENT - 12 INTEGRITY PACT
14	ATTACHMENT – 12ADETAILS OF FOREIGN PRINCIPALS OF INDIAN BIDDERS
15	ATTACHMENT -13 FORM (INFORMATION REGARDING SAFETY MANAGEMENT)
16	ATTACHMENT - 14 DECLARATION REGARDING GST
17	ATTACHMENT – 15 UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS

1. BID FORM

(TECHNO-COMMERCIAL BID)

BID FORM (TECHNO-COMMERCIAL BID)

Date :

NAME OF CONTRACT :

To,

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

Dear Sir,

1.0 Having examined the Bidding Documents No. including subsequent amendments and clarifications (if any), the receipt of which is hereby acknowledged, we the undersigned, submit our bid for the Works under the above-named Contract Package, in full conformity with the said Bidding Documents.

2.0 **Attachments to the Bid form:**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Delete whichever is not applicable):

- (a) **Attachment 1:** Bid Security in the form of (Please fill in the alternative chosen) for a sum of INR (Indian Rupees) (in figures & words). As required, the Attachment-1 (i.e. Bid Security) has been furnished in a separate sealed envelope/online
- (b) **Attachment 2:** The documents ascertaining our legal status and Power of Attorney indicating that the person(s) signing the bid has/ have the authority to sign the bid; and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause No.13.
- (c) **Attachment 3:** The documentary evidence establishing in terms of ITB Clause 11.1.1 (B) (c) & (g), that we are qualified to perform the Contract if we are selected for award of the Contract. The qualification data has been furnished as per your format enclosed with the Bidding Documents.

Attachment 3B: Details regarding anticipation of change in ownership.
- (d) **Attachment 4:** Details of Works similar to the subject package being executed by us.
- (e) **Attachment 5:** Details of the Contracts executed by us in the last ten (10) years.
- (f) **Attachment 6:** The deployment schedule of the equipment/ machinery/ lab equipment we propose to deploy for the Work under this Bid.
- (g)

- Attachment 6A:** The minimum numbers of Safety Equipment & safety Personal Protective Equipment to be brought at site at the time of mobilization for the Work under this Bid.
- (h) **Attachment 7:** The Sub-Contractors and the broad scope of Work for each of the sub-contracting Works proposed for subcontracting by us and the complete credentials of each of the agencies as per your format. – If Applicable
- (h) **Attachment 8:** Consisting of the following:
1. Solvency Certificate from Bankers.
 2. Balance Sheet and Profit & Loss Statement (of last 3 years duly certified by Chartered Accountant).
 3. List of Immovable Assets of Proprietor/ Partners (in case of Proprietary/ Partnership firm).
 4. Declaration regarding
 - (i) Bank Guarantee Limits (Sanctioned and utilized).
 - (ii) Over draft limits/ cash credit limit (Sanctioned and utilized).
 - (iii) Deferred Payment Limits.
 - (iv) Fixed Deposits
 - (v) Movable Property Hypothecation.
 5. PAN Number
 6. Cash flow statement for execution of the subject package.
(TO BE SUBMITTED WITH PRICE PROPOSAL)
 7. GST Identification Number (GSTIN)”
- (i) **Attachment 9:** Declaration regarding our careful examination of all the Bidding Documents and visit to the Site for the purposes of this bid, as per your format.
- (j) **Attachment 10:** Details of the fatal/ non-fatal accidents taken place in the last three (3) years at various construction projects executed/ being executed by us.
- (k) **Attachment 11:** Authorization Form for release of payments through Electronic Fund Transfer System.
- (l) **Attachment 12:** Integrity Pact duly signed and filled by us. Further, the above is enclosed in a separate sealed envelope. (To be accepted through Attachment 15)
- (m) **Attachment 13 :** Information regarding Safety Management.
- (n) **Attachment 14:** Declaration regarding GST

- (o) **Attachment 15:** Undertaking for Compliance of Important Conditions
- (p) Attachment 16: **Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy**
- (q) Attachment 17: **Compliance to "Conflict of Interest" provisions**

3.0 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by accepting the following condition through undertaking as per Attachment-15:

"Do you certify compliance to all provisions of Bid Doc?"

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

3.1 We further declare that additional conditions, variations, deviations to the provisions of bidding documents and its subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata, if any, found in our proposal, shall not be given effect to.

3.2 We have furnished our compliance on "Qualifying Requirements" of NTPC by accepting the following condition through undertaking as per Attachment-15:

"Do you certify full compliance on Qualifying Requirements?"

3.3 We hereby confirm that the reference works/installations declared by us in the bid, for establishing compliance to the specified Qualifying Requirement (QR), shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR).

We further confirm that no change or substitution in respect of reference works/installations, as specified in our bid, by new/additional work/installation for meeting the specified Qualifying Requirement (QR) shall be offered by us.

4.0 We undertake, if our bid is accepted, to commence work immediately upon your Letter of Award to us and to achieve Completion of Work within the time specified in the Bidding Documents.

- 5.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 6.0 We agree to abide by this bid for a period of six (6) months from the date of opening of Techno-Commercial Bids as stipulated in the Bidding Documents, unless extended by us on your request, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 7.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award/ PO shall constitute a binding contract between us.
- 8.0 We understand that you are not bound to accept the lowest or any other bid you may receive. Further we understand that NTPC reserves the right to reject any or all bids or cancel/withdraw the Invitation For Bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such situation.
- 9.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.
***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure... **...**
- 10.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this day of 20 .

Thanking you, we remain,

Yours faithfully,

Date :

Name of Authorised Person

Place :

Designation

Business Address :

Fax No. :

Phone No. :

Note : 1. Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2 (Legal Documents)

(b) Financial Documents to be submitted in Attachment 8.

**.....PACKAGE
FOR**

..... POWER PROJECT,

BID DOCUMENT NO.

BID SECURITY

**BIDDER TO FURNISH BID SECURITY IN LINE WITH
ITB CLAUSE 14.0 AND AS PER FORMAT GIVEN
AT SL. NO. 1 OF SECTION VIII
(FORMS & PROCEDURES) – BOOK 3 OF 3**

**..... PACKAGE
FOR**

.....POWER PROJECT,

BID DOCUMENT NO.

DOCUMENTS RELATED TO LEGAL STATUS OF BIDDER

**BIDDER TO ATTACH THE LEGAL DOCUMENTS IN
ACCORDANCE WITH ITB SUB-CLAUSE 11.1.1(B)(b)**

..... PACKAGE
FOR

.....POWER PROJECT

[Qualification Data to be filled in by bidders who are seeking qualification as per item No.
of Bid Data Sheets]

Bidder's Name & Address:

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

1.0 We confirm that we meet the qualifying requirements specified in Item No. I of NIT, Section-I of Bidding Documents. In this regard we declare that we have executed the following Work during last seven (7) years reckoned from the date of techno-commercial bid opening. The details of work(s) are given below:

Sl. No.	Name of Client and full address with Telephone and Fax No.	Name & address of Project/ Plant where the qualifying job executed	Name of Work/ Contract along with Order/ LOA No. & Date	Name & Address of the Contractor on whom the order for executing the reference work was placed by the Owner	Scope of work included in the bidder's order	Date of Start of Work	Date of completion/ execution of work	Total value of work executed /completed (Total value of work done in last seven years from the date of techno-commercial bid opening)
1.								
2.								
3.								

Note:

1. Bidder has to strictly follow this format while filling this Attachment to establish meeting the Qualification Requirement.
2. Copies of Order/Letter of Award/Client Certificate and Performance Certificate from the clients, etc. are to be enclosed clearly establishing the scope of work/ years of successful operation, etc. in support of meeting the Qualifying Requirements.
3. Continuation sheets of like size and format may be used.
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.

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

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

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

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

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

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

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

~~The Details are as under:~~

Sl. No	Description	As on last day of the preceding financial year
1.	Paid-up Share Capital	
2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	

4.	Documentary evidence like Audited financial statements for the preceding financial year in support of above is enclosed at Annexure _____ to this Attachment 3.	
----	---	--

Note:

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

Date _____ : _____ (Signature).....

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

_____ (Designation).....

_____ (Company seal).....

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

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

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

Ref. : _____ Date :

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

Dear Sirs,

1.0 I, Mr. _____ (CEO of the Company / CFO of the Company)* declare that M/s.
 _____ (Name of the Holding Company) is the Holding Company of M/s.
 _____ (Name of the Bidder).

2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in
 respect of the bidder as part of the bid reference no. _____ dated _____ have
 been considered for the purposes of the finalisation of Consolidated Financial Statements of the
 Holding Company as part of the Annual Reports.

3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and
 correct and same have been duly reflected in the audited consolidated financial statements and / or
 Annual Report of the Holding Company.

_____ Yours faithfully

_____ (Signature)

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

Place : _____ (Name of the Holding Company)

_____ (Seal of Holding Company)

Note : *Strike off whichever is not applicable.

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

~~PROFORMA OF LETTER OF UNDERTAKING~~

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

~~(To be executed by the Holding Company Supported by
Board Resolution and submitted by the Bidder alongwith the Techno-Commercial Bid,
Applicable to the Bidder for meeting the stipulated Financial Qualifying
Requirement as per Item No. of Bid Data Sheet)~~

Ref. : _____ Date :

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

Dear Sirs,

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

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

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

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

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

Yours faithfully

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

(Name & Designation).....

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

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

Witness :-

(1)

(2)

Date:

Place:

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

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

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

Ref. : _____ Date :

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

~~Dear Sirs,~~

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

Yours faithfully

(Signature)

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

Place : _____ (Name of the Company)

(Seal of Company)

Note : _____ *Strike off whichever is not applicable.

Undertaking from Independent Statutory Auditor

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

Bid Ref. No:

DATE:

To,
NTPC Ltd.

.....

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

Ref : IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

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

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

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

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

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

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

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

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

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

Thanking you,

.....

* *Strike off, whichever is not applicable*

Undertaking from Third Party Inspection Agency

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

Ref.: _____

Date:

To,

NTPC Ltd.

Dear Sir,

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

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

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

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

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

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

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

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

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

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

Thanking you,

.....

** Strike off, whichever is not applicable*

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO. CS-.....
(Details regarding anticipation of change in ownership)

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

Dear Sirs,

We hereby confirm that we do not anticipate any change in ownership during proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined). The relevant document for same is enclosed at Annexure to this Attachment-3B.

Date :

Name of Authorised Person

Place :

Designation

..... PACKAGE
FOR

.....POWER PROJECT,

BID DOCUMENT NO.

(LIST OF SIMILAR WORKS ON HAND & PERCENTAGE COMPLETED BY THE BIDDER)

i) Details of similar works on hand

Status as on

Sl. No .	Detailed Description of works	Name of Owner/ Client, name of person & contact details of contact person	Quantity of earth work in embankment formation	Total Value as awarded (Rs. in lacs)	Value of works as executed (Rs. In lacs)	Time Schedule				Percentage of work completed as on..... (Date)		Remarks & Highlights of work	Enclose a statement for each work regarding cash flow of work upto expected completion in terms of money (specify page/ Annex. No.)
						Date of Commence -ment		Date of completion		Physical	Financial		
						Sch .	Act.	Sch .	Anticipate d				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
1													
2													
3													

Note: Bidder shall enclose a statement for each work regarding cash flow of expected work upto completion in term of money (specify Page/ Annex No.)

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

(LIST OF CONTRACTS EXECUTED)

Details of similar works executed in last ten (10) years

Sl. No	Detailed description of works*	Name of Employer/Client Name of person & address of contact person	Quantity)	Total Value as awarded (Rs. In crore)	Total Value as executed (Rs. In crore)	Date of commencement		Date of completion	
						Sch	Act	Sch	Act

Note : Bidder may enclose additional sheets, if required.

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

(EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE)

SI No	Equipment Type/ Capacity	Min Nos required	No. proposed to be deployed	No. already available for immediate deployment	Period by which balance equipment will be deployed	Place from where balance equipment will be bought	Number intended to be purchased	Period by which New T&P can be deployed	Quantum of work that can be achieved during peak period/shift
1.	- Refer Technical specification -								

NOTES :

- a) These requirements and capacity of the equipment are indicative only and not exhaustive and deployment of the equipment, machinery and labour shall be suitably augmented to achieve the timely completion of the work as per the program and directions of the engineer, without any additional cost to Owner.
- b) Other materials like cables, sling, gloves goggles, safety belts, safety helmets, heating oven, pre-heating / post weld heat treatment arrangements, material for making platforms and platform supports etc. shall be mobilised as per requirement.
- c) Other equipment though required for the timely completion of the job and but not listed above shall be deployed by the contractor, as per the job requirements and as directed by the Engineer.
- d) The contractor shall make suitable provisions for repairs and maintenance of the equipment mobilised and always keep them in good working condition, as the repair facilities for such equipment are not available at the project site.
- e) All concreting shall be carried out using centralised batching plant, transit mixers, concrete pumps, boom placers. However individual mixers for localised concreting can be done for PCC work and small qty. of RCC work after the approval of Engineer-in-charge, if required.

..... PACKAGE
FOR

..... POWER PROJECT,

BID DOCUMENT NO.

SAFETY EQUIPMENT & SAFETY PERSONAL PROTECTIVE EQUIPMENTS

SI No	Equipment Type/ Capacity	Min Nos required to be deployed at site	No. proposed to be deployed at site	No. already available for immediate deployment at site	Period by which balance equipment will be deployed at site	Place from where balance equipment will be bought at site	Number intended to be purchased	Period by which New T&P can be deployed
1	Suggested List of Safety Equipment and Safety Personal Protective Equipment to be deployed: Safety Helmet & safety Shoes: Industrial Safety Helmet (IS:2925-1984 marked) Industrial Safety/ Electrical Shoes (IS:15298-2002 marked)	- Refer Technical specification-						

Note:-

- 1) These quantities of the equipment are minimum only and not exhaustive and deployment of the equipment, shall be suitably augmented as per the program and directions of the Engineer, without any additional cost to Owner.
- 2) Other equipment like cables, sling, gloves, goggles, safety belt, heating oven, pre-heating arrangement, material for making platform and platform support etc. shall be mobilised as per requirement.
- 3) Other equipment though required for the execution of the job and but not listed above shall be deployed by the contractor, as per the job requirements and as directed by the Engineer.
- 4) The contractor shall make suitable provisions for repairs and maintenance of the equipment mobilised and always keep them in good working conditions, as the repair facilities for such equipment are not available at the project site.

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO.
(SUB-CONTRACTORS)
(TO BE SUBMITTED AT SITE AFTER AWARD OF WORK)

Dear Sirs,

The following details in respect of each Sub-Contractor proposed by us in our bid are annexed to this Attachment .

1. Name of the Sub-Contractor and the broad scope of work proposed to be sub-contracted to him.
2. The following details of the Sub-Contractor:
 - (i) Similar work executed in Industrial/ Infrastructure projects in the last seven (7) years including achievements. Details shall clearly indicate the name & address of the client, period of execution, the nature/ scope of work, major civil/ structural/ architectural quantities in his scope and physical progress achieved on monthly/ yearly basis.
 - (ii) List of plant & equipment proposed for deployment indicating whether the plant of equipment are lying idle and/or will be diverted from other works indicating likely date of release by client.
 - (iii) Technical manpower available for deployment.
 - (iv) Financial status for last three (3) years
 - (v) Letter of confirmation from the Sub-Contractor, signifying his confirmation to execute the Work.

Further, a letter from each of our proposed sub-contractor, conveying their willingness to work with us in case of award, is also enclosed.

- Note :** 1. The Bidder shall furnish the above details for each of the agencies/sub-contractors separately as per clause no.11.2 (g) of ITB.
2. The format of the Letter of confirmation shall be as given at S. No. 13 of Forms and Procedures, Section VIII.

Date :

Name of Authorised Person

Place :

Designation

..... PACKAGE
FOR

..... POWER PROJECT,

BID DOCUMENT NO.
(LIST OF FINANCIAL DOCUMENTS)

The following Documents are annexed to this attachment.

1. Solvency Certificate (from Bankers) issued not earlier than fifteen (15) days prior to the scheduled date of Techno-commercial bid opening of the package.
2. Audited Annual Report of last 3 years.
3. List of IMMOVABLE Assets of Partners/Directors (In case of Proprietary / Partnership firm).
4. Declaration by Bankers or the Chartered Accountant regarding,
 - i) Bank guarantee Limit (Sanctioned and utilised).
 - ii) Over draft Limits/Cash Credit Limit (Sanctioned and utilised).
 - iii) Deferred Payment Limits.
 - iv) Fixed Deposits.
 - v) Movable Property Hypothecation.

(Please state the present utilisation status also).
5. PAN NUMBER
6. Cash flow statement for execution of the subject package :- **TO BE SUBMITTED WITH PRICE PROPOSAL.**
7. GST Identification Number (GSTIN)

SSS

Date :

Name of Authorised Person

Place :

Designation

**..... PACKAGE
FOR**

..... POWER PROJECT,

**BID DOCUMENT NO.
(GENERAL DECLARATION BY BIDDER)**

Dear Sirs,

We hereby confirm that :

1. We have carefully read General Conditions of Contract, Special Conditions of Contract, Technical Specification and Bid Drawings (including amendments/ errata) and Schedule of Quantities and all other Bidding documents.
2. Our technical team/ technically competent officer visited the site to apprise our selves about availability of construction materials, unskilled labour, access to site and other infrastructure/enabling facilities (including availability of water/power) needed for the execution of the contract.

Date :

Name of Authorised Person

Place :

Designation

..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO.
(DETAILS OF FATAL ACCIDENTS)

Dear Sirs,

We declare that the details of fatal/ non-fatal accidents that took place during the last three (3) years at various construction projects for works awarded to us are as given below :

Sl. No.	Name & Address of Project where accident took place	Nature of accident	Fatal/ Non Fatal	Reasons for accident
1				
2				
3				
4				
5				

Note : Bidder to furnish details of each accident giving the date/ period of occurrence of such accident

Date :
Person

Name of Authorised

Place :

Designation

**..... PACKAGE
FOR
..... POWER PROJECT,
BID DOCUMENT NO. CS-.....
(ELECTRONIC FUND TRANSFER)**

To

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

Nagar

Chhattisgarh - 492018

Dear Sirs,

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

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

[illegible]

2. ADDRESS

[illegible]

3. TELEPHONE NO. (WITH STD CODE)

[illegible]

4. BANK PARTICULARS

(A) BANK NAME

[illegible]

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

[illegible]

[illegible][illegible][illegible][illegible][illegible][illegible]

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

[illegible][illegible]

5. GST IDENTIFICATION NUMBER (GSTIN)

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

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

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

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

SIGNATURE

DATE

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

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

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

SIGNATURE

DATE

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

AUTHORISED SIGNATORY)

Authorization No. :

Name:

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

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

OFFICIAL

STAMP

ATTACHMENT - 12
Page 1 of 6

APPLICABLE

- Please refer Attachment-12A and Attachment 12 B attached separately (Pre-signed by Employer) –

IF APPLICABLE

- The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates –

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

(Information regarding Safety Management)

Bidder's Name and Address :

Group-I

Nagar

Chhattisgarh - 492018

To

Central Procurement

NTPC Ltd.,
Plot No. 87, Sector-24, Atal

Nava Raipur, Raipur,

Dear Sirs,

We have read the provisions pertaining to Safety and hereby undertake to comply all the provisions of Bidding Documents in this regard.

We hereby confirm that all the measures to ensure highest level of Safety during execution at Site shall be taken by us.

Further, in terms of the provisions of of Bidding Documents, a proposed "Safety Plan" is attached herewith as Appendix-I to this Attachment.

Based on the Safety Plan proposed by the Bidder, "Safety Plan" shall be discussed and finalized at Site and shall be approved by Engineer-In-Charge/ Head of Project before start of work at Site.

Note : Continuation sheets of like size and format, may be used as per Bidder's

requirement and shall be annexed to this Attachment.

SAFETY PLAN

01. Safety Policy of the Contractor to be enclosed:
02. When was the Safety Policy last reviewed:
03. Details of implementation procedure / methods to implements Safety Policy /Safety Rules:
04. Name, Qualification, experience of Safety Officer
05. Review of Accidents Analysis Method, Methods to ensure Safety and Health:
06. Unit executive responsible to ensure Safety at various levels in work area:
07. List of employees trained in safety employed before execution of the job.
Give the details of training:
08. Safety Training Targets, Schedules, methods Adopting to providing safety training to all employee:
09. Details of checklist for different jobs / work and responsible person to ensure compliance (copy of checklist to be enclosed):
10. Regular Safety Inspection Methods and Periodicity and list of members to be enclosed:
11. Risk Assessment, Safety Audit by Professional Agencies, Periodicity:
12. Implementation of Recommendations of Audit / Inspections, Procedures for Implementation and follow up:
13. Provision for treatment of injured persons at work site:
14. Review of overall safety by top Management and Periodicity:
15. System for Implementation of Statutory legislations:
16. Issue of PPEs to employees, Periodicity / stock on hand etc.:
17. Specify safety measures for round the clock working (specially during night):

Signature
Head of the Organization
With date & stamp

DECLARATION REGARDING GST

GEM Bid No.:.....

(To be submitted with Techno Commercial Bid duly filled in and signed)

Bidder's Name and Address:

To
NTPC Ltd.

.....

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

Sl. No.	Item Description	HSN Code	Mechanism (Basis of Charge) (Strike out whichever is not applicable)
10	Ash Excavation		18%
20	Loading of pond ash at NTPC Korba – Dhanras Ash Dyke by mechanical means		Forward Charge @18% OR Reverse Charge @ 5%
30	Transportation of ash		Forward Charge @18% OR Reverse Charge @ 5%
40	Spreading of the transported ash		18%
50	Providing and laying earth layer cover		18%

Notes:

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

(3) To be submitted by Agency along with Techno Commercial Bid duly filled in and signed.

(4) In case of non-submission or submission of blank format, the default GST shall be considered as 5% against Transportation & Unloading

Date :

Name of Authorized Person

Place :

Designation

ATTACHMENT - 15
(UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS OF
TENDER BY BIDDER)

(Mandatory Acceptance along with submission of bid on GEM portal)

To,
NTPC Ltd.,
CPG-1, USSC Raipur

Dear Sirs,

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

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

		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.	
3.	Declaration on Safety Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept the Safety Policy of NTPC”. Acceptance of above conditions shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the provisions of GCC Sub-Clause 10.4.9.	Accepted
4.	Declaration on Banning Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept Withholding and Banning of Business Dealing Policy of NTPC” Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Banning Policy of the Employer displayed on NTPC's website http://www.ntpctender.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 32. The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4.	Accepted
5.	Declaration on Fraud Prevention Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept the Fraud Prevention Policy of NTPC”. 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.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 31.	Accepted
6.	Declaration on Local Content	Bidders are required to confirm acceptance of the same by accepting the following condition: “Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR	Accepted

		COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender.” 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. In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.	
7.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	Bidders are required to confirm acceptance of the same by accepting the following condition: “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?” 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. 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. 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 sufficient ground for immediate termination of the contract as per GCC Clause titled “Termination for Contractor’s Default’ and shall be dealt accordingly.	Accepted
8.	Anti-Bribery and Anti-Corruption (ABAC) Policy	The Bidder and its employees along with its Associate/ Collaborator/ SubContractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to AntiBribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/. Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Employer by accepting the following: “Do you	Accepted

		certify full compliance to all provisions of Bidding Document?" Acceptance of above condition shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at https://ntpc tender.ntpc.co.in/ under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.	
9.	Compliance to "Conflict of Interest" provisions	Bidders shall certify their compliance on "Do you certify that you are not having conflict of Interest with any other Bidder for this tender?" "We confirm that we have read and understood the ITB Clause 3 as indicated in BDS clause 22 regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid ITB* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB Clause 3 as indicated in BDS clause 21, 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." 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.	Accepted

		In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.	
10.	Acceptance of Integrity Pact	Bidders are required to unconditionally accept the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer and confirm acceptance of the same by accepting the following condition: "Do you accept the provisions stipulated in the attached Integrity Pact". Acceptance of above conditions shall be considered as bidder's confirmation that they shall abide by provisions stipulated in all the 9 Sections of integrity pact of the Employer as per the provisions of ITB/GCC.	Accepted
11.	Mandatory Site Visit Clause	All prospective bidders must visit the NTPC Sites to familiarize themselves with the nature and quantum of work and site conditions and they have to mandatory submit the "Site Visit Declaration" signed by Authorized Representative of Agency along with their bid on GEM portal. Bidders are responsible for their own travel and other expenses related to this visit and no claims for additional costs or extensions of time will be entertained by NTPC. Any false or misleading or fraudulent submission of this certificate shall be dealt as per terms and conditions of tender documents. Format: "Site Visit Declaration" I declare that we have visited the NTPC _____ Site to familiarize ourselves with the nature and quantum of work and site condition and we have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect our Bid. We understand that by furnishing this certificate, Agency will be deemed to have full knowledge of the site conditions, and no claims for additional costs or extensions of time will be entertained by	Accepted

		NTPC due to a lack of understanding of the site by the Agency.	
12.	Acceptance of “Declaration regarding insolvency, bankruptcy and Liquidation”	Bidders are required to unconditionally accept the “Declaration regarding insolvency, bankruptcy and Liquidation” " As per clause 24 of BDS and Attachment-3L (i)/(ii)/(iii)/(iv) to the Bidding Documents and confirm acceptance of the same by accepting the following condition: “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. Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by provisions stipulated in BDS.	
13.	Acceptance to SCC clause 28 ABNORMALLY LOW RATED ITEMS	<i>If the rates/prices finalized with successful Bidder(s) are found to be having a variation of more than (-)10% in relation to Employer's estimate of the cost of work to be performed under the contract, then such work shall be identified as “Abnormally Low Rate (ALR)”.</i> <i>In such case, all the successful Bidder(s) shall be required to furnish an ‘Additional Bank Guarantee (BG)’ of an amount equal to 50% of the ‘Cumulative Differential Amount (against all ALR Items under the BOQ of the Bid) as illustrated at</i>	Accepted

	SCC c/ 28.	
Acceptance of above conditions shall be considered as Bidder's confirmation that any deviation to the provisions of Bidding Documents found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited. The submission of an online bid against the subject NIT will be treated as the acceptance and compliance of all the Bid document terms and conditions including GTC, STC and ATC and Corrigendum conditions. No separate signed copy of this declaration is required for its enforceability.		

ATTACHMENT-16

..... **PACKAGE FOR**
..... **PROJECT BIDDING**
DOCUMENT NO. (GEM Bid no : GEM/2026/B/)

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

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

Date :
Person

Name of Authorized

Place :

Designation
Seal & Signature:
Mobile no.:

ATTACHMENT-17

..... **PACKAGE FOR**
..... **PROJECT**
BIDDING DOCUMENT NO. (GEM Bid no : GEM/2026/B/)

(duly filled and signed format on Compliance to “Conflict of Interest” provisions to be submitted along with Bid)

We confirm that we have read and understood the ITB Clause 3 as indicated in BDS clause 19 regarding “Conflict of Interest” and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid ITB* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB Clause 3 as indicated in BDS clause 19, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.

Date :
Person

Name of Authorized

Place :

Designation

Seal & Signature:
Mobile no.:

NTPC Limited
(A Govt. of India Enterprise)



.....POWER PROJECT

BIDDING DOCUMENTS

FOR

..... PACKAGE

SECTION – VIII

(FORMS AND PROCEDURES)

(BOOK 3 OF 3)

BIDDING DOCUMENT NO. :

NTPC Limited
(A Govt. of India Enterprise)



.....POWER PROJECT

BIDDING DOCUMENTS

FOR

..... PACKAGE

SECTION – VIII

(FORMS AND PROCEDURES)

(BOOK 3 OF 3)

BIDDING DOCUMENT NO. :

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

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**1. PROFORMA FOR BANK GUARANTEE/INSURANCE SURETY BOND
FOR BID SECURITY**

1. Form of Bank Guarantee towards Bid Security

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

Bank Guarantee No.

Date.....

To

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No...**GEM/2026/B/**
M/s.....(***)..... having its Registered/Head Office
at..... hereafter called the 'Bidder') wish to participate in the said bid
for

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

We, the[Name & address of the
Bank].....having our Head Office
at.....(#).....guarantee and undertake to pay
immediately on demand by **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.

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)

.....
(Official e-mail Id)

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

NOTE : . (*) For tenders on DCB basis, the amount shall be as specified in the NIT.
(**) 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 shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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

NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. .
GEM/2026/B/M/s.....[Bidder's Name]..... having its Registered/Head
Office at
..... (hereinafter called the 'Bidder') wish to participate in the said
bid for

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)

.....
(Official e-mail Id)

Authorised Vide
Power of Attorney No.....

Date.....

- NOTE :
- (*) For tenders on DCB basis, the amount shall be as specified in the NIT.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty-five (45) days after the last date for which the bid is valid.
 - The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 - 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.
 - The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
 - While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure-IIB

**~~FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG TOWARDS BID SECURITY)~~**

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

No. _____ Date _____
NTPC, _____
_____,
_____,

Reg: M/s _____ (insert name of the Bidder) Issuance of Payment on Order Instrument for an
amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has
sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s
_____ under the Loan Agreement executed on _____ to execute Renewable Energy
Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this
Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words) has
been issued. This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter
referred to as 'Bidder') submitting the response to RfS No. _____ dated _____ issued by
NTPC Limited (hereinafter referred to as NTPC) inter alia for "[insert name of the RfS]" of the cumulative
capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on
long term basis, , the _____ [Insert name & address of IREDA/PFC/REC] hereby agrees
unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address
of NTPC] forthwith without demur on demand in writing from NTPC or any Officer authorized by it in this
behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that
derived on the basis of EMD/Bid Security amount (as specified in RfS) per MW of cumulative capacity
proposed], only, on behalf of M/s _____ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____,
agrees to make payment of the sum of Rs. _____ lakhs (in words.....) to NTPC
on the following terms:-

- (a) ~~IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NTPC within the validity period of this letter as specified herein;~~
- (b) ~~The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under a Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents and notwithstanding any dispute that may be raised by or against NTPC;~~
- (c) ~~The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under the POI shall be binding on its successors and assigns;~~
- (d) ~~The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made/given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to however to the maximum extent of amount stated herein and IREDA/REC/PFC shall not be liable for any interest , costs etc.;~~
- (e) ~~This Payment on Order Instrument can be invoked either partially or fully, till the date of its validity;~~
- (f) ~~IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period for honouring the payment guaranteed under the POI. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/ Hybrid/Solar/Wind/RE* Power Generator, to make any claim against or any demand against the Hybrid/Solar/Wind/RE* Power Generator or to give any notice to the Hybrid/Solar/Wind/RE* Power Generator;~~
- (g) ~~The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/ Hybrid/Solar/Wind/RE* Power Generator;~~
- (h) ~~Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under this POI;~~

5. ~~Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and shall be extended from time to time for such period, as may be desired by M/s[insert name of the bidder]..... on whose behalf this POI has been issued and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case shall exceed more than the above amount stipulated.~~

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____
(Name of the POI issuing agency).

NOTE : ~~1. (@) This date shall be forty five (45) days beyond the validity of bid.~~

~~2. The POI should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/POI issuing Agency.~~

~~3. While getting the POI issued, Bidders are required to ensure compliance to the points mentioned in POI Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the POI.~~

Form of Bank Guarantee towards Performance Security

Bank Guarantee No.....

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to

exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes :1. (*) This sum shall be FIVE percent (5%) of the Contract Price.

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

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

3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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).
6. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

Form of Bank Guarantee towards Performance Security

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

(In case of Contract awarded to Joint Venture)

Bank Guarantee No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to

exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes :1. (*) This sum shall be FIVE percent (5%) of the Contract Price.

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

- 2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
- 3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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).
6. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

Annexure-III B

Form of Insurance Surety Bond towards Performance Security

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

Insurance Surety Bond No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

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

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

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

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

- Notes :**
- 1. (*) This sum shall be FIVE percent (5%) of the Contract Price.
 - (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 - 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance

Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

Form of Insurance Surety Bond towards Performance Security

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

(In case of Contract awarded to Joint Venture)

Insurance Surety Bond No.

Date.....

To,

NTPC Limited

NTPC Bhawan,

SCOPE Complex, Institutional Area, Lodhi Road,

New Delhi - 110003

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the time for performance of the Contract by the Contractor

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

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

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

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

.....
..... (Signature)

.....
..... (Name)

.....
..... (Designation with Insurer Stamp)

.....
..... (Official e-mail Id)

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

.....
..... Date.....

Notes : 1. (*) This sum shall be FIVE percent (5%) of the Contract Price.

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

- ~~2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).~~
- ~~3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.~~
- ~~4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.~~
- ~~5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form ... and enclose the same with the Insurance Surety Bond.~~

**PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY THE EXECUTANT OF DEED OF
JOINT UNDERTAKING OTHER THAN CONTRACTOR**

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

Bank Guarantee No.....

Date

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003
Dear Sir,

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

We..... Bank, having its Head Office at..... (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@.....without any demur, reservation, context, recourse or protest and/or without any references to Associate / Collaborator or "Contractor".

Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and Associate / Collaborator or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract or the Sub-Contract Agreement by the Associate / Collaborator.

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

Notes :

- 1.@ The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.

2. The Bank Guarantee shall be from a Bank as per provisions of Section-V (SCC) of the bidding documents.
3. The BG shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). 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 Form 16-Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.
5. The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (Form no. 23) in the bidding documents.
6. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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-V of Bidding Documents).
7. BG against performance security will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

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

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

Insurance Surety Bond No.

Date.....

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sirs,

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

We[*Name & Address of the Insurer*].....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [*days/month/year*] without any condition, demur, reservation, contest, recourse or protest and/or without any references to Associate / Collaborator or "Contractor". Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute

pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

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

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....

.....
(Official e-mail Id)

Date.....

- Notes :**
1. ((@)The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
 3. The Employer shall be the Creditor, the Associate / Collaborator shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
 5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond .

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC
(IN LIEU OF Performance BG)**

(To be suitably incorporated by concerned package coordinator)

No. _____ Date _____

To

NTPC Limited

NTPC Bhawan,

SCOPE Complex, Institutional Area, Lodhi Road,

New Delhi - 110003

Reg: M/s _____ (insert name of the PPA signing entity) (LOA No. _____ (insert LOA issued by NTPC) — Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('~~IREDA/REC/PFC~~') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (Insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)) has been issued. This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as selected Hybrid/Solar/Wind/RE Power Generator') submitting the response to RfS inter alia for selection of Contracted Capacity of _____ MW, at _____ [Insert name of the place] under RfS for _____ (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated _____ issued by NTPC Limited (hereinafter referred to as NTPC) and NTPC considering such response to the RfS of _____ [insert the name of the selected Hybrid/Solar/Wind/RE* Power Generator] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Hybrid/Solar/Wind/RE Power Generator and issuing Letter of Award No _____ to (Insert Name of selected Hybrid/Solar/Wind/RE* Power Generator) as per terms of RfS and the same having been accepted by the selected Hybrid/Solar/Wind/RE* Power Generator resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid/Solar/Wind/RE* Power Generator or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address of the NTPC] forthwith on demand in writing from NTPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Hybrid/Solar/Wind/RE* Power Generator / Project Company].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words _____) to NTPC on the following conditions:-

- (i) ~~IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NTPC within the validity period of this POI as specified herein;~~
- (ii) ~~The commitment of IREDA/REC/PFC, under this Payment on Order Instrument will have the same effect as that of the commitment under a Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by or against NTPC;~~
- (iii) ~~The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under the POI shall be binding on its successors and assigns;~~
- (iv) ~~The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made/ given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to however to the maximum extent of amount stated herein and IREDA/REC/PFC shall not be liable for any interest ,costs etc.;~~
- (v) ~~This Payment on Order Instrument can be invoked either partially or fully, till the date of its validity;~~
- (vi) ~~IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period for honouring the payment guaranteed under the POI. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/ Hybrid/Solar/Wind/RE* Power Generator, to make any claim against or any demand against the SPV/ Hybrid/Solar/Wind/RE* Power Generator or to give any notice to the SPV/ Hybrid/Solar/Wind/RE* Power Generator;~~
- (vii) ~~The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/ Hybrid/Solar/Wind/RE* Power Generator;~~
- (viii) ~~Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under this POI;~~
5. ~~Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and shall be extended from time to time for such period, as may be desired by M/s[insert name of selected Hybrid/Solar/Wind/RE* Power Generator / SPV]..... on whose behalf this POI has been issued and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case shall exceed more than the above amount stipulated.~~

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(name of the POI issuing agency).

~~*Strike off whichever is not applicable.~~

NOTE : 1. ~~(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.~~

2. ~~The POI should be on Non Judicial stamp paper/e stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e Stamp paper shall be purchased in the name of Bidder/POI issuing Agency.~~

~~3. While getting the POI issued, the Contractor is required to ensure compliance to the points mentioned in Form of POI Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the POI.~~

FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND

Ref. No.:
@ _____

Date:

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. _____ dated _____ for
.....[indicate
value of Bank Guarantee/Insurance Surety Bond].....favouring yourselves expiring on

_____ on account of M/s..... (Name of Bidder).....in respect of Contract for (Insert
Package name) _____ (Insert Project Name) _____ project,
Contract No. _____ dated _____
(hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/s _____ we _____ Bank/Insurer
branch

office at _____ and having its Head office at _____ do
hereby extend our liability under the above mentioned guarantee No. _____
_____ dated for a further period of _____ year/months from
_____ to expire on _____.

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank/Insurer Stamp)

.....
(Official e-mail Id)

Authorised vide
Power of Attorney No.....
Date.....

Dated _____

SEAL OF BANK/INSURANCE COMPANY

Note:

1. @ The extension of the Bank Guarantee/Insurance Surety Bond should be forwarded to the Unit/ Project/Corporate Centre, from where the extension has been sought.
2. Minimum extension of any BG/ Insurance Surety Bond (other than that for Bid Security) should be three months along with 90 days of claim period from the revised date of expiry.

3. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank/Insurer issuing the guarantee.

CHECKLIST

Sl. No.	Details of checks	YES / NO
1	Is the BG/INSURANCE SURETY BOND on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank/Insurance Company or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
4	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
5	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank/Insurance Company is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurance Company as required in the prescribed proforma?	
6	Does the Bank Guarantee/Insurance Surety Bond 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/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the BG/INSURANCE SURETY BOND?	
8	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
9	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?	
10	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?	

11	In case of BG/INSURANCE SURETY BOND other than that for bid security, is the BG/INSURANCE SURETY BOND enforceable till minimum ninety (90) days of claim period after expiry of its validity?	
----	---	--

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

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

CHECK LIST

S.No.	Details of Checks	Yes/No
a)	Is the BG/Insurance Surety Bond on non-judicial stamp paper / e-stamp paper of appropriate value, as per applicable Stamp Act(s)?	
b)	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/Insurance Surety Bond and the stamp paper should be purchased either in the name of the executing Bank/Insurer or the Party on whose behalf the BG/Insurance Surety Bond has been issued. The stamp paper (other than e-stamp paper) should be duly Signed by the Stamp Vendor)	
c)	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	

S.No.	Details of Checks	Yes/No
d)	Has the executing Officer of BG/Insurance Surety Bond indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG/Insurance Surety Bond?	
e)	Is each page of BG/Insurance Surety Bond duly signed/initiated by executant and whether stamp of Bank/Insurer is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurer as required in the prescribed proforma?	
f)	Does the Bank Guarantee/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of NTPC in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of NTPC, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No., NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG/Insurance Surety Bond and Validity of BG/Insurance Surety Bond correctly mentioned in the BG/Insurance Surety Bond?	
j)	Whether overwriting / cutting if any on the BG/ Insurance Surety Bond have been properly authenticated under signature & seal of executant?	
k)	Whether the BG/Insurance Surety Bond has been issued by a Bank/Insurer in line with the provisions of Bid/Contract Documents?	
l)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid/Contract Documents?	

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

NOTE:

- (i) The Executive from Concerned Execution Department shall verify the BG/ Scanned copy of BG in the system in line with the prescribed procedure and the same shall be digitally approved in the system. The BG shall not be approved at a level lower than the DGM.
- (ii) Dealing Executive of UT at the level of E5/E6 shall certify that BG has been verified from the issuing bank.

PROFORMA FOR VERIFICATION OF BANK GUARANTEE/INSURANCE SURETY BOND

No.

Dated :

The Branch Manager

.....
.....

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

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

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

Yours faithfully,
For NTPC Ltd.

()

Name

Designation

(***Delete whatever is not applicable)

CERTIFICATE

Certified that the aforesaid Bank Guarantee/Insurance Surety Bond has been properly executed by and issued by

.....as an authorized officer of the Bank/Insurance company with the particulars mentioned above, which are verified to be correct.

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

Regd Mail to
Shri
NTPC LTD

ANNEXURE-VIII

**PROFORMA FOR LODGING CONDITIONAL CLAIMS UNDER THE BANK
GUARANTEE/ INSURANCE SURETY BOND**
(To be issued within 30 days prior to expiry of Bank Guarantee/Insurance Surety Bond)
No.

Dated:

The Branch Manager

.....
.....

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

Dear Sir,

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

The captioned Bank Guarantee/Insurance Surety Bond is valid up to.....We do
hereby lodge our claim/demand in terms of Bank Guarantee/Insurance Surety Bond and
call upon you to pay the sum of(amount in figures and words) being the amount
covered under the above Bank Guarantee/Insurance Surety Bond forthwith, to us
immediately by Electronic Fund Transfer (NEFT/RTGS) in favour of NTPC Limited as per
bank details mentioned below:

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

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

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

Thanking you,

Yours faithfully,
For and on behalf of NTPC
Ltd.

(AUTHORISED SIGNATORY)

ANNEXURE-IX

Ref.No.

Date:

PROFORMA FOR INVOCATION OF BANK GUARANTEE/INSURANCE SURETY BOND

**(To be issued before 7 days of expiry of BG/Insurance Surety Bond to
“The Branch Manager” of Bank/Insurance company issuing BG/Surety
Bond)**

The Branch Manager

.....
.....

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

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

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

Beneficiary: NTPC Limited

Name of the Bank: State Bank of India

Account Number: 10813608669

IFSC Code: SBIN0017313

Branch Address: 5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market,
New Deli-110001

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

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

Thanking you,

Yours faithfully,
For and on behalf of
NTPC Limited

(Authorised Signatory)

*Delete the portion if not relevant to the particular case

#Strike whichever is not applicable

Note: (1) A copy of the above letter is also required to be sent to Bank's/Insurance company's Head Office

(2) In case of hand delivery acknowledgement of Bank/Insurance company is to be obtained on the duplicate copy.

ANNEXURE-X

Form of Bank Guarantee for Advance Payment (Supply-FOB/Ex-Works)

(To be stamped in accordance with Stamp Act if any, of the
Country of the Issuing Bank)

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sir,

In consideration of[*Employer's Name*]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[*Contractor's Name*]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for[*Name of Contract*](hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

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

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

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

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

Dated this day of 20 at

(Signature).....

(Name).....

(Designation with Bank Stamp)

.....
(Official e-mail ID)

Authorized Vide Power of Attorney

No.....

Dated.....

- Notes:**
1. ((@) This date shall be ninety (90) days beyond the date of Completion of the last Facilities covered under the package.
 2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as per applicable Stamp Act(s).
 3. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
 4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
 5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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.

6. BG against advance payment will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

ANNEXURE-X-A

Form of Bank Guarantee for Interest Bearing Advance Payment

(For Installation Services/Civil Works/Structural Works portion in

Supply-cum-Erection/ Supply-cum-Erection-cum-Civil packages)

(To be stamped in accordance with Stamp Act
if any, of the Country of the issuing Bank)

To,
NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003

Dear Sir,

In consideration of[*Employer's Name*]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[*Contractor's Name*]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No.

..... dated..... valued at for[*Name of Contract*](hereinafter called the 'Contract') and the Employer having agreed to make an interest bearing advance ('said Advance') to the Contractor amounting to (in words and figures).... in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....[*Name and address of the Bank*]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of[*110% of advance amount*]..... as aforesaid along with interest @% **per annum** on the Advance amount released by the Employer calculated from the date of release of the said advance by the Employer to the Contractor, at any time upto(#)...... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding as to the amount and interest claimed by the Employer under this guarantee notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without

previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other

course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[110% advance amount]..... along with interest thereon as aforesaid and it shall remain in force up to and including(#)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature).....

(Name).....

.....
(Designation with Bank Stamp)

.....
(Official e-mail ID)

Authorized Vide Power of Attorney

No.....

Dated.....

- Notes:** 1. (#) This date shall be ninety (90) days beyond the date of Completion of the last Facility covered under the package.
(@) The rate of interest shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps" per annum. The applicable rate (SBI year MCLR + 100 bps per annum) would be notified by Employer annually for each year.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee

issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as per applicable Stamp Act(s).

3. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in the Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
5. In case, Bank Guarantee is getting issued from State Bank of India, Contractor 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).
6. BG against advance payment will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

**PROFORMA OF BANK GUARANTEE FOR LUMP SUM ADVANCE
(For Civil Works packages)**

To,

*NTPC Limited
NTPC Bhawan,
SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003*

In consideration of the NTPC Limited, _____ having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110 033 (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. _____ dated _____ issued by the Employer which have been unequivocally accepted by _____* _____ in connection with the work of "_____" Specification No. CC _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Employer.

We, _____ Bank incorporated under _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Employer of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Employer, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ only), any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in full the said sum of Rs. _____/- (Rupees _____ only) with interest as aforesaid.

2. We, _____ Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full and the decision of the Employer that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Employer shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____ (date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Employer shall have the fullest liberty without effecting any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercise able by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20 _____

(Signature).....

(Name).....

.....
(Designation with Bank Stamp)

.....
(Official e-mail ID)

Authorized Vide Power of Attorney

No.....

Dated.....

NOTES :

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

*M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/o _____ (ii) Shri _____ S/o _____ etc.

*** For Companies**

*M/s _____ a company under the Companies Act, 1956 and having its registered office _____ in the State of _____ (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

1. (*) 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 shall be from a Bank as per provisions of the bidding documents.
3. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank/Bidder. The Bank Guarantee shall be issued on a stamp paper of value as per applicable Stamp Act(s).
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 Bidding Documents).
6. BG against advance payment will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.

**20. PROFORMA FOR BANK GUARANTEE
TO BE FURNISHED BY ASSOCIATE(S)**

-NOT APPLICABLE-

22. FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE
SITE

**22. FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND
EQUIPMENT FROM THE SITE**

To

NTPC Limited

(.....T.P.P.)

In consideration of the N.T.P.C. Ltd., (.....T.P.P.) (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract. No..... dated.....made between* and the Employer in connection with(hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Employer as security against a loan of Rs..... with interest as provided in the Contract granted to the Contractor by the Employer from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee, we the..... Bank. (hereinafter referred to as "the said Bank") and having our registered office at..... do hereby undertake and that upon the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Employer on demand and without demur to the extent of Rs (Rupees..... only)(to be specified by the Employer at the appropriate time).

We Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner on account thereof and the decision of the Owner that the said Contractor has so failed and as to the amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner from time to time shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Employer certifies that the said plant and equipment have been brought back to the site or the said loan of Rs. with interest has been repaid to the Employer in full, and accordingly discharges this Guarantee or till (to be specified by the Employer prior to the issue of this guarantee), whichever is later.

It shall not be necessary for the Employer to proceed against the Contractor before making a demand on the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Employer may have obtained from the Contractor and in force at the time of making such demand on the Bank.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer, in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this day of 20.....

For and on behalf of the Bank.....
Common Seal of the Bank

Signature.....

Name.....

In presence of

Designation.....

Authorisation No.

Witness :

1.

2.

The above Guarantee is accepted by
(NTPC Limited)
(..... Thermal Power Project)

For and on behalf of the
(NTPC Limited)
(..... Thermal Power Project)

Date
(Name and Designation)

Note :

*** For Proprietary Concerns**

Shri.....son of resident of
carrying on business under the name and style of at.....
(hereinafter called. "the said Contractor" which expression shall unless the context requires otherwise
include his heirs, executors administrators and legal representatives).

*** For Partnership Concerns**

M/s.....a partnership firm with its office at.....
(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise
include their respective heirs executors, administrators and legal representatives); the name of partners
being (i) Shri..... S/o
(ii) Shri..... S/o etc.

*** For Companies**

M/s a company registered under the Companies Act, 1956 and having its registered office at.....in the State of (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

1. Bidder to fill up the check list as per the proforma enclosed for submitting the Bank Guarantees.
- 0
- 2 BG shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.

Witness: (Signature).....

..... (Name).....

(Signature)

(Designation with
Bank Seal)

.....

(Name)

Power of Attorney No.....

.....

(Official Address)

Date.....

Stamp

- 1 (*) 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 shall be from a Bank as per provisions of the bidding documents.
3. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank/Bidder.
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.

23. FORM OF HYPOTHECATION DEED

**23. FORM OF HYPOTHECATION DEED
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To
NTPC Ltd.,
.....
.....

Dear Sir,

In consideration of[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for[Name of Contract](hereinafter called the .Contract.) and the Employer having agreed to make an interest bearing advance (said 'Advance') of Rs. (Rupees only) to the Contractor for plant and equipment described in the Schedule hereto specifically acquired by the Contractor for the Works and brought to Site against hypothecation of the said plant and equipment in the name of the Employer.

The Contractor hereby declares that he has paid in full the purchase price of each and every one of the Plant & Equipment described in the Schedule hereto and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred by him and the same is free from encumbrances.

The Contractor hereby hypothecates, assigns and transfers to the Employer, the plant and equipment described in the Schedule hereto in favour of the Employer as security for the due repayment of the said advance with interest thereof.

The Contractor hereby agrees that he shall repay to the Employer the said advance of Rs. (Rupees only) together with interest thereon as aforesaid and agrees that the said advance be recovered by the Employer by making deductions in the manner provided in Clause of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Employer for on account payment.'

The Contractor further agrees that so long as any amount remains payable to the Employer by the Contractor in respect of the said advance of Rs. _____ only, he shall not sell, pledge, hypothecate, transfer, part with the Plant and Equipment described in the Schedule hereto.

The Contractor also agrees that if the said advance of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above by the said _____ day of _____ due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property what-so-ever belonging to the Contractor has been sold or attached for a period of not less than twenty-one (21) days in execution of the decree of any court for payment of money, the whole of the said advance of Rs. _____ or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable. The Contractor also agrees that the Employer may on the happening of any of the aforesaid events or in the event of the said advance or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove and same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said advance and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Employer hereunder and shall pay over the surplus, if any, to the Contractor.

The Contractor also agrees that he shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Employer with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security, the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-Charge and the Contractor shall assign all his rights, title and interest in the policy to the Employer.

The Contractor also agrees that he shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.

In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risks, the Contractor agrees that he shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Employer towards the payment of the said advance of Rs. _____

Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Employer under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of Plant and Equipment	Nos.	Purchase price/ price considered reasonable by Engineer-in-Charge	Total Price	Advance (75% of Col.5)
1	2	3	4	5	6

Dated this day of 20..... at

WITNESS

..... (Signature)

..... (Name)

..... Printed Name of Authorised person
..... having Power of attorney.....
..... Designation.....

Common Seal.....

NOTE :

*** For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

M/s. _____ a partnership firm having its registered office at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include and their respective heirs, executors, administrators and legal representatives) the partners of the firm being (i) Shri _____ s/o _____ (ii) and Shri _____ s/o _____ etc

*** For Companies**

M/s _____ a company under the Companies Act, 1956, and having its registered office at _____ in the State of _____ (hereinafter called "The said Contractor" which expression shall unless the context requires otherwise include its successors and assigns).

24. PROFORMA OF
“CONTRACT AGREEMENT”

24. PROFORMA OF "CONTRACT AGREEMENT"
(to be executed on proper non-judicial stamp paper)

This Contract Agreement made this day of
(month) two thousand and year
..... between NTPC Limited, a company incorporated under the
Companies Act, 1956, having its registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7,
Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter referred to as "Employer" as "NTPC"
which expression shall include its administrators, successors, executors and assigns) or the one part :
And a company incorporated under the Companies Act 1956 having
its registered office at

(OR)

M/S(Partnership Firm) registered under the Indian
Partnership Act 1932 having its Head Office at and consisting of
.....Partners namely

(OR)

M/S a proprietary concern having its Principal Place of
Business at and owned and controlled by its Sole Proprietor
namely (hereinafter referred to as the "Contractor" which
expression shall include its administrators, successors, executors and permitted assigns) of the other
part.

WHEREAS NTPC Limited desirous of setting up its Power Project at District
..... with an ultimate capacity of)*
.....MW (hereinafter called the "Project") has invited bids for
..... (briefly describe scope of work as per LOA) for the
.....*
..... stage of the Project with the capacity of
.....*
..... MW as per its Bid Specification No

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal
No.....dt.....including its amendments, if any and Employer after
examining the said proposal accepted their aforesaid proposal and awarded the Contract to the
Contractor on terms and conditions more specifically contained in its Letter of Award No.
.....dt and the documents referred to therein, which have
been unequivocally accepted by the Contractor resulting into a concluding "Contract", hereinafter called
the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 AWARD OF CONTRACT

- 1.1 The Employer has already awarded the CONTRACT to the Contractor for the work of.....on the terms and conditions contained in its Letter of Award No/GeM Contract No. dated the documents referred to therein and under these presents. The contract has taken effect from i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

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

2.1 Contract Documents shall mean:—

- A. Invitation For Bids No. dated and Bidding documents in respect of Specification No. issued vide Letter No. dated consisting of:
- i) General Conditions of Contract for Civil Works including all amendments issued vide its letter(s) No.(s) dated (Section - IV).
 - ii) Special Conditions of Contract.....(Section - V).
 - iii) Technical Specifications and Drawings including amendments issued vide its Letter No. dated (.....(Section – VI).

Sl. No.	Drawing	Title
---------	---------	-------

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

- iv) Schedule of Quantities* (Section - VII).
- v) Forms & Procedures
- B. Contractor's Proposal No. dated including its amendments if any received and opened on
- C. Agreed Minutes of Meeting held on between Employer/NTPC and the Contractor.*
- D. Integrity pact (IP) signed between the Employer and the Bidder / Contractor (if applicable)

- 2.2 LETTER OF AWARD: The Letter of Award shall mean the Employers letter no. dated together with its amendments if any.

All the aforesaid Contract Documents and Letter of Award above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents (Section I, II, III, IV, V, VI & VII, VIII in Para 2.1 and 2.2 above and what has been specifically agreed to by the Employer and brought out in its Letter of Award and subsequent amendment if any. Any matter in the Contractor's Proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the Employer in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to EMPLOYER., For the sake of brevity, this Contract Agreement alongwith its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

- 3.1 The scope of work under the Contract shall include
- 3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.
- 3.3 The scope of Works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

- 3.4 The progress of work shall conform to the agreed work schedule.
- 3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.
- 3.6 Time is the essence of the Contract and it shall be strictly adhered to.
- **3.7** It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impeder claims, or counter claims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of Action or thing whatsoever arising of or under this agreement.
- 4.0 The total contract price for the entire scope of this contract as detailed in Clause No. of Letter of Award is (.....)
- 5.0 The Terms of Payment is governed by Clause of GCC (Section - IV).
- 6.0 NO WAIVER OF RIGHTS:**
- 6.1 Neither the inspection by the Employer or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Employer or the Engineer-in- Charge for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Employer or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

7.0 SETTLEMENT OF DISPUTES

7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement of Disputes as specified in Clause 7 of the General Conditions of the Contract as amended and the provisions of the Arbitration & Conciliation Act, 1996 including any statutory modifications or re-enactment thereof and the rules made thereunder shall apply and Delhi Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned/speaking award.

7.2 Governing Laws

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

7.3 Notice of Default

Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

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

**FOR AND ON BEHALF OF
NTPC Limited**

WITNESSES :

1. :
(Signature) (Employer's Signature)

..... :
(Name) (Printed Name)

2. :
(Designation) (Designation)

.....
(Company's Stamp)

: **FOR AND ON BEHALF OF
M/S.**

.....

.....

1.	 (Signature)	:	 (Contractor's Signature)
	 (Name)	:	 (Printed Name)
	 (Designation)	:	 (Designation)
		:	 (Company's Stamp)

NOTE:

* Strike whichever is not applicable.

Here mention the place where contract is signed.

25. PROFORMA OF “INDEMNITY BOND” FOR “EMPLOYER ISSUE MATERIALS”

25. PROFORMA OF INDEMNITY BOND” FOR “EMPLOYER ISSUE MATERIALS”

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act. The stamp paper to be in the name of Executing Contracting Firm/ Company)

This bond of indemnity made this day of by [Contractor's Name]*
....., a company registered under the Companies Act, 1956/ Partnership firm/ Proprietary concern
having with its Registered/ Head Office at (hereinafter referred to as the 'Contractor' which
expression shall unless repugnant to the context or meaning thereof, include its successors,
administrators, executors and assigns) in favour of[Employer's Name]..... (hereinafter
referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning
thereof include its successors, administrators and assigns)

WHEREAS [Employer's Name]..... has awarded to the Contractor, a Contract by issue
of Employer's Letter of Award No. dated and in terms of the said Contract, the
Employer has agreed to issue from time to time to the Contractor according to the requirements for
incorporation in the Works under the said Contract, the 'Employer Issue Materials' viz. 'Cement' and/or
'Reinforcement Steel' and/or 'Structural steel' '**' (hereinafter called 'Employer Issue Materials')
necessarily required for performance of the aforesaid Contract.

AND WHEREAS one of the conditions for the issue of the 'Employer Issue Materials' is that the
Contractor shall furnish an Indemnity Bond in favour of the Employer covering the full value for the total
quantities of 'Employer Issue Materials' which shall remain in the safe custody of the Contractor during
the execution of the Contract.

NOW THIS Indemnity Bond witnesseth as follows:

- 1.0 THAT in consideration of the various Employer Issue Materials as aforesaid issued/ to be issued
free of cost by Employer to the Contractor from time to time as per requirements for the purpose
of the performance of the said Contract valued at Rs., the Contractor hereby
undertakes to indemnify and keep Employer indemnified, for the full Value of the said Employer
Issue Materials. The Contractor hereby acknowledges the receipt of the said Employer Issue
Materials as per details given in Schedule attached hereto. Further the Contractor agrees to
acknowledge the receipt of the subsequent Employer Issue Materials as will be issued by
Employer in the form of schedules consecutively numbered which shall be attached to this
Indemnity Bond so as to form integral part of this Bond.
- 2.0 That in terms of the said Contract, the maximum quantity of "Employer Issue Materials" at any
point of time during the currency of the Contract shall not exceed the quantity as is identified
herein below in column 'd' and its value for the purpose of Indemnity Bond as per clause
..... of are as given below :

Sl. No.	Name of Items of Employer Issue Materials	Total Qty. in Contract (M.T.)	Max. Qty. at any point of time (M.T.)	Rate @ Rs.	Total amount (Rs. in Millions) for total Qty. in the Contract
a.	b.	c.	d.	e.	f. (c x e)
1.	Cement (in bags or silos)				
2.	Reinforcement Steel (in various sizes and lengths)				
3.	Structural steel (in various sizes & lengths)				

□□f = Total Value of this I.B. = Total Value in Rs. Millions

- 3.0 Notwithstanding the above maximum quantity (Column 'd' above) of 'Employer Issue Materials' that remain in the custody of the Contractor at any point of time, the actual issuance of materials with the aforesaid total limit shall be governed by the actual programme of execution of work as may be agreed to between the Contractor and the Employer from time to time. The issuance of lesser quantities and/or the availability of balance unused quantity at site of 'Employer Issue Materials' shall not in any way dilute the obligation of the Contractor under this Indemnity Bond except that its value in such case will stand reduced to the value of such materials actually with the Contractor computed at the same unit rate as mentioned in para 2.0 above.
- 4.0 That the value of Indemnity Bond as brought out in para 2.0 and 3.0 above are linked with the following unit rate of these materials.
- Cement @ Rs. i.e., Procurement Rate +25%.
 - Reinforcement steel : @ Rs. i.e. Max. rate of nearest stockyard of SAIL for any section inclusive of GST + 25%.
 - Structural steel : @ Rs. i.e. Average rates of nearest stockyard of SAIL for structural sections, pipes & plates inclusive of GST + 25%.

- 4.1 In the event of any upward revision of the aforesaid rate by the concerned authorities, the value of the Indemnity Bond shall be enhanced proportionately by executing fresh bond.
- 5.0 That the Contractor undertakes to keep these 'Employer Issue Materials' at the Employer's project site at a place duly notified by the Engineer-in-Charge and shall not take out these materials or allow the same to be taken out of the project site under any circumstances whatsoever.
- 6.0 That Contractor shall remain absolutely responsible for the safe custody and protection of the said 'Employer Issue Materials' against all risks whatsoever till these are duly incorporated in the Works as per terms of the contract and non utilised materials will be promptly returned to Employer in accordance with said Contract and as such the Contractor do hereby undertakes to indemnify and shall keep Employer indemnified against any loss or damage or conversion that may be caused or done to the said 'Employer Issue Materials' while in the Contractor's possession/custody. These materials shall however, at all times, be available for inspection by the Engineer-in-Charge from time to time.
- 7.0 Further, Employer shall have the absolute right at all times to take possession of the 'Employer Issue Materials' in whatever form the Employer Issue Materials may be, if in its opinion, the 'Employer Issue Materials' are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of Employer to promptly return the 'Employer Issue Materials' without any demur or reservation, protest or contest.
- 8.0 That the Contractor shall keep the 'Employer Issue Materials' as a 'Trustee' on the Employer's behalf and the ownership of these materials shall always vest in Employer.
- 9.0 That the 'Employer Issue Materials' shall exclusively be used by the Contractor for performing the Works under the Contract and for no other work or purpose whatsoever, otherwise it will be treated as criminal breach of trust. Should however, at any time, any loss/damage occur to the 'Employer Issue Materials' in part or in full or the same or any part thereof is misused or converted or used for any other purposes other than the contractual purpose by the Contractor or the surplus unused materials and the wastage/scrap are not returned to Employer in terms of the Contract, then Employer shall be entitled to recover from the Contractor, the compensation at the specified rates under the Contract for and in respect of such misuse, loss, damage, or conversion or any other unauthorised use not intended under the Contract, without prejudice to any other remedies which may be available to Employer including deduction from any payment/dues to or any sum which at any time hereinafter may become due to the Contractor under the Contract.

- 10.0 In the event of any misuse, loss or damage as aforesaid, the assessment for such misuse, loss or damage and the assessment of the compensation thereof would be made by Employer or its authorised representatives and the said assessment shall be final and binding on the Contractor.
- 11.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date of completion of work under the Contract and shall be extended from time to time till the entire work under the Contract is successfully completed or earlier upon determination of contract and all the surplus/wastage/ scrap materials are fully returned and the account for 'Employer Issue Materials' is finally settled between the Contractor and Employer, whichever event is later.
- 12.0 It is clearly understood and agreed to by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall Inter-alia constitute a criminal breach of trust on the part of the Contractor and he shall be liable for all legal/penal consequences thereof.
- 13.0 Now the condition of this Bond is that the Contractor shall duly and punctually comply with all the terms and conditions of this bond to the satisfaction of Employer, then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.
- 14.0 That this bond shall not be irrevocable during its validity period and the Contractor shall not revoke this bond till it is discharged by Employer in writing.

WITNESS

.....
(Signature)
.....
(Name)
.....
Address)

(Signature)
(Name of Contractor).....
Name of the Authorised person (Official
having Power of Attorney.....
Designation
Seal.....

Notes :

*** FOR PROPRIETARY CONCERNS**

Shri son of resident of carrying on business under the name and style of at
(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PARTNERSHIP CONCERNS**

M/s. a partnership firm with its office at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being (i) Sh. son of Sh.

(ii) Sh. son of Sh.

*** FOR COMPANIES**

M/s. a Company registered under the Companies Act, 1956 and having its registered office at in the State of and its head office at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

**26. LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR WHILE FURNISHING THE
“INDEMNITY BOND” TO EMPLOYER FOR
“EMPLOYER ISSUE MATERIALS”**

**26. LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR
WHILE FURNISHING THE "INDEMNITY BOND" TO
EMPLOYER FOR "EMPLOYER ISSUE MATERIALS"**

To :
The Engineer-in-Charge

(_____ project)

_____(State)

From :
M/s. _____
(Contractor)

(_____ Project)

Name of Contract _____

Dear Sir,

Sub : Undertaking to be Submitted alongwith INDEMNITY BOND for "EMPLOYER ISSUE MATERIALS" under Contract No. _____ dated _____.

1.0 This is to inform you that as per Clause No. _____ of SCC forming integral part of the Contract No. _____ dated _____ relating to "Employer Issue Materials", we have to submit to you an irrevocable and unconditional INDEMNITY BOND equivalent to the total value of "Employer Issue Materials" required for incorporation in the Works of "_____" awarded to us vide your LOA No. _____ dated _____.

2.0 The amount of the aforesaid INDEMNITY BOND is dependent upon maximum quantity of Employer Issue Materials that will remain with us at any point of time during the execution of the Contract and is based on the prevailing market value of Employer Issue Materials, as given below :

- | | | | |
|----|---------------------|---|---|
| a. | Cement | : | Procurement Rate plus 25%. |
| b. | Reinforcement Steel | : | Max. rate of nearest Stockyard of SAIL for any section inclusive of GST plus 25%. |
| c. | Structural Steel | : | Average rates of nearest stockyard of SAIL for structural sections, pipes and plates inclusive of GST plus 25%. |

3.0 We agree that in the event of the aforesaid total quantity of "Employer Issue Materials" is to be increased during the execution of the contract for performance of the work or for the market value of the "Employer Issue Materials" increase for any reasons whatsoever, the amount of aforesaid INDEMNITY BOND shall be enhanced by us without any demur correspondingly, in accordance with the various provisions in clause _____ of the aforesaid conditions of Contract.

- 4.0 We further confirm and undertake to increase the value of the aforesaid INDEMNITY BOND in accordance with para 3.0 above within 30 days of the receipt of notice from Employer for enhancement of the value of the said Indemnity Bond failing which Employer shall have the absolute right to invoke the said Indemnity Bond which will be honoured by us without any demur, contest or protest. Further we undertake to extend the validity of the INDEMNITY BOND as required from time to time by Employer till the entire material is incorporated in the Works and the unutilised material including wastage, scrap etc. are returned to the Employer and the reconciliation of the total Employer Issue Materials is completed in all respects.
- 5.0 This undertaking is irrevocable and shall remain in force till the execution and performance of the entire contract and/or till it is discharged by Employer.

Thanking you,

Yours faithfully,

(Signature of Authorised Signatory.....)

Name & Designation.....

Name of Contractor.....

Name of the Work

Date :

Contract No.....

Place :

Date of Award.....

Seal of the Contractor.....

27. LETTER OF CONFIRMATION BY THE PROPOSED SUB-CONTRACTOR

27. LETTER OF CONFIRMATION BY THE PROPOSED SUB-CONTRACTOR

Bidder's Name & Address

To,

NTPC Ltd.,

.....

.....

Dear Sirs,

I / We M/s@..... have been proposed by M/s. @@.....
as a sub-contractor for the portion of work relating to\$..... under
Package.

We agree to work as subcontractor to M/s. @@..... for the aforesaid
portion of the work relating to\$..... under Package subject to award of
Contract to @@..... and on being approved by NTPC.

Date :
Place :
Contractor having Power

Signature.....
Printed Name of Authorised person of Sub-
of attorney.....
Designation.....
Common Seal.....

@ Write Name of the sub-contractor as proposed by the main Bidder.

@@ Write Name of the main Bidder.

\$ Write Particulars of the portion of the work for which the Sub-Contractor has been proposed.

Note : To be filled by Sub-Contractor(s) individually.

28. PROFORMA FOR MATERIAL
ACCOUNTING & RECONCILIATION

28. PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

Name of Materials
Reconciliation

1. Name of the Contractor :
2. Name of the Project :
3. Name of the Work :
4. Contract No. & Date :
5. Location of the Contractor's Stock/godown :
6. Total Estimated Requirement in the Contract :
7. Value of the Material Security :
8. Indemnity Bond furnished towards the value of Security towards other Materials :
9. Value of security towards Materials under this Performance :

Note : i. Full Separate proforma for

- a. Cement
- b. M.S. Reinforcement (Sectionwise/Diameterwise)
- c. Tor-steel Reinforcement (Sectionwise/Diameterwise)
- d. Structural Steel

- ii. Same proforma to be used till it is filled by succeeding reconciliation. Fresh Proforma for each reconciliation is prohibited.

Sl. No.	Date of Reconciliation	Cumulative Qty. issued till last reconciliation	Cumulative Qty. incorporated in the Works as certified by the Engr.	Qty. returned	Qty. available in stock of contractor	Unaccounted C-(D+E+F) of unaccounted matl. (Col. G) effect ed. If so; amount recovered and bill/ MB No.	Whether recovered	Outstanding recoveries (cumulative till date)	Remarks
A	B	C	D	E	F	G	H	I	J

Note: 1 Reconciliation shall be done at minimum frequency of three (3) months.
(Signature of Engineer-in-Charge)

(Signature of Contractor's

Authorised Site Representative)

Name & Designation

Seal

**29. Form of Indemnity Bond to be
executed by the Contractor for
the Safe Custody of Equipments
brought to site by the Contractor**

**30. FORM OF INDEMNITY BOND TO BE EXECUTED
BY THE CONTRACTOR FOR SAFE CUSTODY OF
THE EQUIPMENTS BROUGHT TO SITE BY THE CONTRACTOR
FOR PERFORMANCE OF ITS CONTRACT
AND AGAINST WHICH PAYMENT TO BE MADE ON RECEIPT
(Entire Equipment Consignment in one lot)
(On non-Judicial stamp paper of appropriate value)**

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of.....
20..... by(Contractor's Name) a Company registered under the Companies
Act, 1956/Partnership firm/Proprietary concern having its Registered Office at
(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and
permitted assigns) in favour of (Name of Employer), a Company
incorporated under the Companies Act, 1956 having its Registered Office at
..... and its project at (hereinafter called
"....." {Abbreviated name of the Employer}) which expression shall include its successors
and assigns) :

WHEREAS@..... has awarded to the Contractor a Contract for
.....vide its Notification of Award/Contract No.....dated and
its Amendment No. and Amendment No....., (applicable
when amendments have been issued) (hereinafter called the Contract") in terms of which
.....(contractor)..... is required to keep in his safe custody various Equipments required for execution
of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required
to execute an Indemnity Bond in favour of.....@..... for safe custody of the Equipments for the
purpose of performance of the Contract/Erection portion of the contract (hereinafter called the
"Equipments")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at
(Currency and amount in Figures)..... (Currency and
amount in words) for the purpose of safe
custody and performance of the Contract, the Contractor hereby undertakes to indemnify and
shall keep@..... indemnified, for the twice the value of the Equipments. The
Contractor hereby acknowledges actual receipt of the Equipment etc. as detailed in the
Schedule appended hereto.

@ Fill in abbreviated name of Employer

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by@..... . The Contractor undertakes to keep@..... harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That@..... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Engineer-in-Charge or other employees/agents authorized by him in this regard. Further, ...@..... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, misutilized or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of@..... to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is misutilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of@..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to@..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to@..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of@....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue. @ Fill in abbreviated name of Employer

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipments	Quantity	Particulars of Despatch title Documents RR/GR/ Bill of lading Carrier No & Date	Value of the Equipments	Signature of Attorney in token of receipt
				For and on behalf of (Contractor's Name)

WITNESS :

- | | | |
|----|--------------------|---|
| 1. | 1. Signature | Signature |
| | 2. Name | Name |
| | 3. Address | Designation of
Authorised representative * |
| 2. | 1. Signature | (Common Seal) |
| | 2. Name | (In case of Company) |
| | 3. Address | |

* Indemnity Bond are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**30. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR
FOR SAFE CUSTODY OF THE EQUIPMENTS BROUGHT TO SITE IN INSTALLMENTS BY THE
CONTRACTOR FOR
PERFORMANCE OF THE CONTRACT AND AGAINST WHICH PAYMENT
IS TO BE MADE ON RECEIPT AT SITE
(On Non-Judicial stamp paper of appropriate value)**

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of..... 20
..... by(Contractor's Name) a Company registered under the Companies Act,
1956/Partnership firm/Proprietary concern having its Registered Office at
(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and
permitted assigns) in favour of(Name of Employer), a Company incorporated under the
Companies Act, 1956 having its Registered Office at and its project at
..... (hereinafter called "....."{Abbreviated name of the Employer}" which
expression shall include its successors and assigns) :

WHEREAS@..... has awarded to the Contractor a Contract for vide its
Notification of Award/Contract No.....dated and its
Amendment No. and Amendment No....., (applicable
when amendments have been issued) (hereinafter called the Contract") in terms of which
.....(contractor)..... is required to keep in his safe custody various Equipments for execution of the
Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required
to execute an Indemnity Bond in favour in@..... for the safe custody of Equipments for the
purpose of performance of the Contract/Erection portion of the contract (hereinafter called the
"Equipments")

NOW THEREFORE, This Indemnity Bond witnesseth as follows :

1. That in consideration of various Equipments as mentioned in the Contract, valued at
(Currency and amount in figures)..... (Currency and amount in words)
..... brought to site by the contractor in instalments from
time to time for the purpose of safe custody and performance of the Contract, the Contractor
hereby undertakes to indemnify and shall keep@..... indemnified, for the twice the
value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial
instalment of the Equipment etc. at site as per details in the Schedule appended hereto.
Further, the Contractor agrees to acknowledge actual receipt of the subsequent instalments
of the Equipments etc. as required by@..... in the form of Schedules consecutively
numbered which shall be attached to this Indemnity Bond so as to form integral parts of this
Bond.

@ Fill in abbreviated name of Employer

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract, is taken over by@..... . The Contractor undertakes to keep@..... harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That@..... is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorized by him in this regard. Further, ...@..... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of@..... to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of@..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to@..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to@..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of@....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No.1

Particulars of the Equipments	Quantity	Particulars of Despatch title Documents	Value of the Equipments	Signature of Attorney in token of receipt
		RR/GR/ Bill of lading Carrier No & Date		

(Please number subsequent schedules)

For and on behalf of

.....
(Contractor's Name)

WITNESS

1.	1. Signature	Signature
	2. Name	Name
	3. Address	Designation of Authorized representative *
2.	1. Signature	(Common Seal) (In case of Company)
	2. Name	
	3. Address	

* Indemnity Bond are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

30. FORM OF INDEMNITY BOND
FOR REMOVAL/ DISPOSAL
OF SURPLUS MATERIAL

**30. FORM OF INDEMNITY BOND TO BE EXECUTED
BY THE CONTRACTOR WITH REGARD TO DISPOSAL OF
SURPLUS MATERIAL
(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)**

INDEMNITY BOND

THIS INDEMNITY BOND executed this day of..... 20 by
.....(Name of Company) a Company registered under the
Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office(s) at
..... (Office Address) hereinafter called the
Indemnifier(s)/Contractor(s) (which expression shall, unless excluded by or repugnant to the context,
be deemed to mean and include its successors, administrators, executors and permitted assigns).

IN FAVOUR OF

NTPC Limited (formerly National Thermal Power Corporation Ltd.), a Government of India Enterprise,
having its registered office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New
Delhi-110 003 (hereinafter referred to as "NTPC").

1. NTPC has awarded the Contractor(s), contract for execution of work ("Scope of Work") as mentioned in the contract agreement no. dated, entered into between NTPC and Contractor(s), relating to (Name & Address of Project/Station) (hereinafter called 'the Project').
2. The Indemnifier(s) for the purpose of execution of its Scope of Work had from time to time procured and stored (Details of Material) at the Project Site.
3. After completion of the Scope of Work by Indemnifier(s), it has been identified that scrap (Details of Scrap Material & its quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to Indemnifier(s) is lying at the said Project Site.
4. Now, the scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the Project Site.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

1. That Indemnifier(s) by way of this indemnity requests NTPC to issue necessary exit gate pass(es) in favour of Indemnifier(s) for removal of scrap..... (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to Indemnifier(s), from the project.
2. That as per NTPC's procedure, Indemnifier(s) shall ensure loading of trucks for clearing of its scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) by itself, as aforesaid, under the supervision of CISF personnel.
3. That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify NTPC and keep NTPC indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by NTPC by reason of the issue of necessary gate pass(es) by NTPC and permitting Indemnifier(s) to remove scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to Indemnifier(s), from the project.
4. That Indemnifier(s) undertakes to indemnify and keep NTPC harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the laws require NTPC to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of NTPC.

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at (Name of the Place)
.....

Witness:

Indemnifier

1.

.....

2.

.....

(Authorised Signatory)

31. FORM OF CONTRACT CLOSING CERTIFICATES
(Annexure-1.1 to Annexure-1.13)

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY C&M dept.)

CERTIFICATE NO. CCP - 01

NAME OF PACKAGE:

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

NAME OF CONTRACTOR

DATED:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No.----- dated is the last amendment issued.

Signature

Date
Place.....

Name... ..
Designation

PROFORMA FOR DRAWING RECEIPT CERTIFICATE

(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO.CCP- 02

NAME OF PACKAGE:

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

NAME OF CONTRACTOR

DATED:

Project:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the reproducibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the above mentioned LOA/Contract.

Signature

Date

Place.....

Name.....

Designation

PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE

(TO BE ISSUED BY FQA dept.)

CERTIFICATE NO. CCP-03

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that the QA documents as per the list enclosed, in respect of the above mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Signature

Date

Place.....

Name.....

Designation

PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE

(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO. CCP - 04

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATE:

Project :

This is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Date.....

Name... ..

Place.....

Designation

PROFORM FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO. CCP- 05

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

Project :

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:
 1. Final Amendment No. _____ (As per CCP -01)
 2. Approved drawings including site run piping schemes, if any.
 3. Approved Bill of Materials
 4. Material Dispatch Clearance Certificate (s)
 5. Measurement Book
 6. As Built Drawings
 7. Any other documents (specify)
2. It is further certified that the following have been supplied, as per the details given in the Contract Documents and the same have been taken over by NTPC.
 1. Mandatory Spares
 2. Recommended Spares
 3. Special Tools & Tackles

Signature

Date

Place.....

Name.....

Designation

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO. CCP- 06

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that the issue regarding liquidated damages for delay as per the provisions of clause _____ of the above contract/ LOA has been resolved with the approval of the Competent authority vide reference _____ (copy enclosed).

Signature

Date

Name... ..

Place.....

Designation

Note: In respect of cases where LD for delay is settled by Corporate Contract Services (CS), this certificate will be issued by CS and where LD for delay is settled by the Site / Region, the same will be issued by the concerned Site/Regional Offices.

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE

(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO. CCP - 07

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.No	Guaranteed Parameter	Guaranteed	Assessed Value	Shortfall, if any.	liquidated damages
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above Items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Signature

Date

Place.....

Name... ..

Designation

To be counter signed by Site Accounts.

Signature

Date.....

Place.....

Name... ..

Designation

PROFORMA OF "MATERIAL RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY Executing Dept./EIC & Site Materials Mgmt.)

CERTIFICATE NO. CCP - 08

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that the materials issued to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.

Signature

Date

Place.....

Name.....

Designation

To be counter signed by materials management

-

Signature

Date

Place.....

Name.....

Designation.....

PROFORMA OF "PAYMENT RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY Finance)

CERTIFICATE NO. CCP - 09

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that all the payments released to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the provisions of the contract documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

Signature

Date

Place.....

Name.....

Designation.....

Enclosure to CCP-09

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No. CCP.05 for contract closing (Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.
8. Recoveries on account of settlement of insurance claims
9. Recoveries on account of reconciliation of materials issued to the Contractor.
10. All recoveries on account of demurrage, transportation, insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipments.
13. All recoveries/claims (if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claims against specific instructions.

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

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP - 10

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

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

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

Signature

Date

Place.....

Name... ..

Designation

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR (TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP-11

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

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

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

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

Signature

Date

Place.....

Name... ..

Designation

(Company Common Seal)

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

PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY PERIOD
(TO BE ISSUED BY Executing Dept./EIC)

CERTIFICATE NO. CCP-12

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

Signature

Name & designation

Date

**PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS
ETC."**

(TO BE ISSUED BY Finance)

CERTIFICATE NO. CCP-13

NAME OF PACKAGE:

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

NAME OF CONTRACTOR:

DATED: PROJECT:

This is to certify that all the *Bank Guarantee/ Indemnity bonds/ Insurance policies/ Collaborator's or Associate's Guarantee received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature

Date

Place.....

**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH
INDEPENDENT ENGINEER**

To :

*[Employer's Name and Address]***Dear Sirs,**

1.0 We, M/s.....(Name of the Contractor) have been awarded the contract.....for
(Name of.....the package) vide Notification (s) of Award No..... dated.....

2.0 As per the provisions of the contract, we hereby propose the following Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for appointment of one of them as 'Independent Engineer' for the Contract:

1.....
2.....
3.....
.....

3.0 We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last three years.

4.0 We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the tenure of Independent Engineer, the same will be duly reported to you.

5.0 We understand that the mechanism of Resolution of Dispute through Independent Engineer may be put in abeyance, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date :
.....

Signature

Place :
.....

Printed Name

(Designation)

.....
(Common Seal)

.....

**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH
CONCILIATION COMMITTEES OF INDEPENDENT EXPERTS
(CCIE)**

To :
[Employer's Name and Address]

Dear Sirs,

1.0 We, M/s (Name of the Contractor) have been
awarded the contract..... for
..... (Name of the package) vide
Notification (s) of Award No..... dated.....

2.0 As per the provisions of the contract, we hereby propose the
following CCIEs, in priority order, as per the list enclosed in
the Special Conditions of Contract, as amended from time to
time by Ministry of Power, for finalization of CCIE by CEA:

- 1.....
- 2.....
- 3.....

3.0 We confirm that we do not have any conflict of interest with the
aforesaid experts and they have not been engaged for
providing any services to us in the last five years.

4.0 We confirm that in case of any form of conflict of interest (possible
or actual) which may inadvertently emerge during the
conciliation proceedings by CCIE, the same will be duly
reported to you.

5.0 We understand that NTPC may withdraw from the conciliation
proceedings, if any conflict of interest with us is found out
which have been intentionally concealed, and the matter may
be referred to Ministry of Power. Further, action may be taken
against us in respect of Fraud Prevention Policy of NTPC.

Date :
.....
Place :
.....

Signature
.....
Printed Name
.....
(Designation)
.....
(Common Seal)
.....

UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST WITH EMPLOYER/CONTRACTOR

To :
[Employer's Name and Address]*

Dear Sirs,

- 1.0** I, ...*(Name of the selected CCIE member), understand that conflict of interest refers to situations in which financial or other personal considerations may compromise my recommendations in relating to resolution of disputes between NTPC Limited and M/s*(Name of the Contractor).
- 2.0** I confirm that I do not have any conflict of interest with NTPC Limited and M/s*(Name of the Contractor) and I have not been engaged for providing any services to them in the last five years.
- 3.0** I confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during my tenure as CCIE member, the same will be duly reported to NTPC/CEA/Ministry of Power.
- 4.0** I understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with me is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power.

Date :
.....

Signature

Place :
.....

Name

*to be filled by DRC.



एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Date : 03rd September 2014

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

Deputy General Manager,

State Bank of India,

CAG Branch,

12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg,
New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

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

Dear Sir,

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

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

QUOTE

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

UNQUOTE

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

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

Kindly acknowledge the receipt of this letter

Ranait Kumar Singh

Yours faithfully,

(K.P.Gupta)

General Manager (Finance)

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

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



भारतीय स्टेट बैंक
State Bank of India

कॉर्पोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,
11-12 वां तल, 1, टॉलस्टोय मार्ग, नई दिल्ली-110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

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

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

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

04.09.2014

Dear Sir,

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

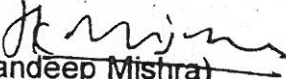
We refer to your letter dated 3rd September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

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

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

This is for your information and necessary action please.

Yours faithfully,


(Sandeep Mishra)

Deputy General Manager &
Relationship Manager, AMT-1

Ranait...Kumar...Sryal

PERFORMANCE REPORT OF CONTRACTOR

GUIDELINES FOR FILLING THE FORMAT

- 1.0 The feedback shall be based on records, evidences and documents (hindrance register, DPR, monthly PRT MoM, contractor's MPR, etc). Due diligence shall be taken to capture the actual progress, hindrances, if any from the monthly progress report to be submitted by the concerned agency. As Daily Progress Report / Weekly Progress Report / Monthly Progress Report are key documents / inputs for Vendor Performance measurement. Non-submission of the aforesaid documents may also be reckoned as poor performance.
- 2.0 For measurement of contractor performance in various activities in supply, site execution etc, the Contractor shall submit quantified L-2 schedule within 3 months after scheduled completion of Basic Engg or 180 days from date of award, whichever is earlier. Based on the progress of detailed Engg, quantified L-2 shall be updated as and when required.
- 3.0 This vendor performance rating system is applicable for a particular package being executed by the vendor. If the same vendor is executing multiple packages in a project or at number of NTPC projects, the performance report shall be prepared package wise and the screening committee may then take a final view for evaluating the overall performance of the vendor before initiating action for issuance of Notice for Withholding of business dealings with the concerned contractor, in case the performance is found unsatisfactory.

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR ENGG & QA SCORE

(TO BE FILLED IN BY ENGG.)

S.No.	Parameters	Max Score (A)	Act % age w.r.t. sch (B)	Marks obtained (C) = (A)x(B)
(i)	%age of “ Approval ” category drgs/ docs submitted within submission schedule.	30		
(ii)	%age of “ Information ” category drgs/ docs submitted within submission schedule.	20		
(iii)	%age of drgs/docs approved within approval schedule (in Cat-I/IV)*	20		
(iv)	%age of drgs/docs approved within approval schedule (in Cat-II/IVR)*	20		
(v)	%age of Sub-vendor proposal for items identified in “DR” category & submitted within agreed schedule (i.e. 3 months prior to schedule date of ordering identified in L2)**	10		
	TOTAL	100		

* For (iii) & (iv) above - If all drawings/documents due for approval are approved in Cat-I/IV within approval schedule, then marks allocated against (iii) & (iv) above shall be clubbed for calculation purpose.

** In case no “DR” proposal is submitted and orders are placed on already approved vendors, then full marks shall be given for calculation purpose against item (v).

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR FINANCE SCORE

(TO BE FILLED IN BY PP&M PRT COORDINATOR ON MONTHLY BASIS DURING PRT MEETING, BASED ON DETAILS TO BE FURNISHED BY SITE P&S)

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C) = (A) *(B)
(i)	Number of instances NTPC has to issue Comfort letters to sub-vendors for getting supplies.	25		
(ii)	Number of instances vendor has requested for advance against BG from NTPC (beyond contractual provision)	25		
(iii)	Number of instances of supply delay beyond 1 month after issuance of MDCC.	25		
(iv)	Number of instances of direct supply / diversion of materials / consumables by NTPC.	25		
	TOTAL	100		

*Performance to be captured by PP&M PRT Coordinator on monthly basis during PRT Meeting, based on details to be furnished by site P&S.

*(No instances = 100%

Up to 1 instance = 50%

more than 1 instances = 0%).

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR SUPPLY SCORE

(TO BE FILLED IN BY CONTRACTS)

S. no	Parameters	Max Score (A)	Actual w.r.t. schedule (B)	% L2	Marks Obtained (C) = (A) *(B)
(i)	Ordering of Bought out items as per approved L2 network*				
	Major Bought out items	20			
	Minor Bought out items	5			
	Number of instances of cancellation / changes of Bol orders (No instances = 100% Up to 1 instances = 50% more than 1 instances = 0%).	10			
(ii)	Supply of Main Equipment per approved L2 network	60			
(iii)	Supply of Mandatory spares as per approved L2 network	5			
	TOTAL	100			

*If Major & Minor Bought out items are not separately identified in L-2 network then both shall be clubbed into single line item with Max score of 25.

Note: Overall % of actual progress vis-à-vis L2 schedule in Col (B) shall be arrived in the following manner:

- (i) Let there be n type of Items/systems identified in L2/Quantified L2 schedule i.e. E1, E2, E3 En.
- (ii) Let % progress for each type of Item/system vis-à-vis L2 schedule be %E1, %E2, %E3.....%En.
- (iii) Overall % in Col (B) = (%E1+ %E2+ %E3.....+%En)/n

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR CONSTRUCTION/INSTALLATION SCORE

(TO BE FILLED IN BY SITE)

S. no	Parameters	Max Score (A)	% of actual vis-à-vis L2 schedule (B)	Marks Obtained (C)=(A) *(B)
(i)	Physical progress i.e. Installation of equipment / item, Civil works (i.e. Excavation, RCC, Piling, etc), Structural Works (i.e. Structural Fabrication, Erection, etc) as per approved L2 network	95		
(ii)	Project Management Capability and resource Management by Vendor at site. (5 Negative marks per instance)			
	Number of instances of delay due to inadequate deployment of equipment and T&P, based on record maintained in hindrance register, monthly PRT MoM, contractor's MPR, etc.	(-)5		
	Number of instances of direct payment by NTPC to Contractor's sub-vendors to expedite supplies / services / the progress of work at site affected due to strike / delay in payments to labourers.	(-)5		
(iii)	Submission of Monthly Report in specified formats.	5		
	TOTAL	100		

Details of Area-wise performance is mentioned below:

Sr No.	Activities	Scope	L2 Finish Date	Actual Completed till L2 Finish	%age Comp
1	Excavation				
2	RCC				
3	Structural / Equipment Erection				
				Avg Comp %	

Note: For Physical Progress, overall % of actual progress vis-à-vis quantified L2 schedule in Col (B) shall be arrived in the following manner (Unit of measurement shall be as per approved BBU for respective activities):

- (i) Let there be n category of works identified in L-2/Quantified L2 schedule i.e. W1, W2, W3 Wn.**
- (ii) Let % progress for each category of work vis-à-vis L2 schedule be %W1, %W2, %W3.....%Wn.**
- (iii) Overall %in Col (B) = (%W1+ %W2+ %W3.....+%Wn)/n**

Note:

-
- In case of delay in front (including construction drawings for civil packages and other inputs, if any) release by NTPC, measurement of delay in execution by the contractor shall be normalized proportionally.
- Contractor will have to submit monthly progress report capturing actual physical progress viv-a-vis L2 schedule and delay in hand over of front by NTPC, if any. In case of front delay the same has to be jointly signed by NTPC engineer & Vendor.

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR QUALITY SCORE

(TO BE FILLED IN BY SITE)

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Availability of Testing facilities (Available as per contractual requirement – 100% Not available – 0%)	25		
(ii)	Preventing recurrence of defects/complaints (up to 5 cases – 100%, Up to 10 cases – 40%, more than 10 cases – 0%)	25		
(iii)	Proper Storage & Preservation of Equipment/Material (Nil violation – 100%, Up to 1 case of violation – 40%, more than 1 cases of violation – 0%)	25		
(iv)	Deployment of Qualified Quality Officers/Manpower as per Contract (% deployment w.r.t. contractual requirement)	25		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR SAFETY SCORE

(TO BE FILLED IN BY SITE)

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Having safety policy and approved Safety Assurance Plan (available as per requirement – 100%, Not-available – 0%)	10		
(ii)	Violation of safety requirement as per Safety Assurance Plan. (0 violation = 100% Upto 3 violations = 50% more than 3 = 0%)	20		
(iii)	No. of incidence of Fatal accidents due to contractor's negligence (0 incidence = 100% 1 incidence = 50% more than 1 cases, or multiple fatalities in one instance = 0%)	50		
(iv)	No. of incidence of Non-Fatal accidents due to contractor's negligence (0 incidence = 100% Up to 5 incidence = 50% more than 5 = 0%)	10		
(v)	Deployment of Qualified Safety Officers as per contract (% deployment w.r.t. contractual requirement)	10		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

FORMAT FOR CLAIMS & DISPUTE SCORE

(TO BE FILLED IN BY SITE)

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	No. of cases where Contractor stopped work on account of non-admittance/non settlement of claims (No case = 100% Upto 3 cases = 50% more than 3 cases = 0%)	70		
(ii)	No. of arbitration/legal cases resorted to by the Contractor (No case – 100%, otherwise 0%)	30		
	TOTAL	100		

PROJECT	
PACKAGE	
CONTRACTOR	
PACKAGE AWARD DATE	
PACKAGE COMPLETION DATE	

Overall Performance Evaluation

S.No.	Parameters	Max Score (A)	Score Obtained (B)	Weightage (C)	Max Weighted Score (D) = (A)*(C)	Weighted Score obtained (E) = (B)*(C)
(i)	Engineering & QA	100		0.20	20	
(ii)	Finance	100		0.20	20	
(iii)	Supply	100		0.20	20	
(iv)	Construction/Installation	100		0.20	20	
(v)	Quality	100		0.05	05	
(vi)	Safety	100		0.10	10	
	Claims & Disputes	100		0.05	05	
	Total			1.00	100	

Note: In case of Civil Contracts, score of Engineering & QA and Supply shall be NIL and weightage of Construction/Installation shall be 0.60.

Performance Rating

Total Weighted Score obtained	Performance Grade
Upto 50	Unsatisfactory
>50 to 70	Satisfactory
>70 to 80	Good
>80	Excellent

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

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

To,

Chief Executives of all CPSEs

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

Sir/Madam,

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

Encl : As stated


(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

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

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

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

Order (Public Procurement No. 4)

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

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

Requirement of registration:

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

Applicability:

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc, from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

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

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

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

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

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

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

Sub-contracting in works contracts

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

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

Certificate regarding compliance

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

Validity of registration

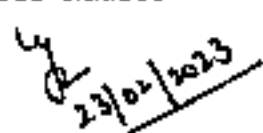
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance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

Government e-Marketplace (GeM)

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

Model Clauses/ Certificates

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


(Kanwalpreet)
Director(PPD)

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

To

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

List of Category-4 Sensitive sectors:

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

List of Category-II Sensitive sectors:

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

List of Sensitive Technologies:

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

Competent Authority and Procedure for Registration

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

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

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

[*Note:

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

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

Special Cases

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

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *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, shall also require to be registered with the same competent authority.*

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

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (ii) above will be as under:

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

Explanation—

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

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

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

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

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

- To,
- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

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

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

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

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

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

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
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To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order 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.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

FAQs of Vendor Payment Portal for Vendors

Frequently Asked Questions are divided into 4 categories.

- A. LOGIN & PASSWORD RELATED
- B. DOCUMENT UPLOADING RELATED
- C. INVOICE & PAYMENT TRACKING RELATED
- D. OTHERS

	A. <u>LOGIN & PASSWORD RELATED</u>	
Q. 1	Question – When can I use this NTPC Vendor payment Portal? Answer- You can use this portal after Your valid login i) To upload invoices/ bills & other supporting documents which are to be submitted to NTPC by you for any supply / service /work executed by You against a Purchase Order placed on You ii) To track status of payments for Bills submitted by You (both digital & physical mode submission)	
Q 2	How can I know my login ID, I want to upload invoice/bills? Answer- The login ID is Your NTPC ERP Vendor code prefixed with “V”. If the Vendor code is 1000099, then the login id for NTPC Vendor payment portal will be “V1000099”. You can view your NTPC ERP code in the purchase order issued to you by NTPC	
Q.3	our password for NTPC Vendor Payment Portal? change password? Reset Password, if forget password? reset password, if both email id and mobile number not available for OTP Verification? Ans- (a) Your initial password will be your firm’s PAN. Just after login system	

	shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length. gin go to Option 'My Profile', you will find the change password option. password link has been provided below "VENDOR SIGN-IN" button. Same OTP for shall be send to mobile number and email id. After successful verification set new password option shall be provided. It is only available for the Vendors who have successfully verified their email id and mobile number. email id and mobile number not available for OTP Verification, write an email request for password reset along-with email id and mobile number, digitally signed Firm Identity document e.g. GST Registration/ ROC and NTPC Employee name, Employee Number, Designation, Project/Site/Office Location for reference purpose to ntpc_vpp@ntpc.co.in . After verification, email id and mobile number shall be updated in profile and you shall be informed for resetting password through Forget password link.
Q 4	Our company has multiple NTPC Vendor codes (different for different locations), which Vendor code We should use for uploading the invoice & knowing the payment status? Answer- The Vendor should use the particular NTPC ERP Vendor code appearing the first page of NTPC Purchase order for which he wants to upload the invoice.
Q 5	How can the Vendors change their password of Vendor payment portal login or get a new password when the old one is forgotten? Ans :- Your initial password will be your firm's PAN. Just after login system shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length.

	B. <u>DOCUMENT UPLOADING RELATED</u>	
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Q.6	How to upload the digitally signed Invoice? Ans.- After login go to option 'Upload Invoice'. Enter PO Number, select Plant, and enter Invoice Number, Date and Amount including Taxes, email and mobile. Now press 'Submit' button, a popup screen will appear where you have to upload Digitally signed Invoice. For adding supporting documents click 'Add new document'. Still, you are facing issues, you may contact our helpdesk executives on Toll-Free Number 1800-102-5970
Q 7	Q- Can I upload invoice & other supporting documents with class I / class II digital certificate? Ans- No documents are to be signed with class III digital certificate only
Q.8	How to purchase a Class 3 Digital Signature? Ans. -On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature'□ 'Where to get?' https://pradip.ntpc.co.in/VendorFinal/DSC_Help_23_04_2020.pdf
Q 9	Can I upload documents with a digital signature whose validity has expired? Ans- No the digital certificate has to be a valid one. You have to get the digital certificate revalidated from the source you had purchased or get a new digital certificate
Q 10	Q- What should be the size of the each uploaded documents? Ans- Ideally each PDF should be made in low resolution & size should be less than 700 kb
Q 11	Q- Can We combine all the invoice & payment supporting documents upload them in one tab. Ans- No, all documents like Invoice / Bill, LR, Test certificate should be loaded as separate digitally signed PDFs against the respective tabs. If the type of the document to be uploaded is not available, then You use "Any Other Documents" tab
Q.12	Consignee Plant / delivery location Code is not visible while submitting Invoice? Ans.- This happens when the internet connection is slow and system is not able

	to fetch data from web service. Please try after sometime or re-login again in the system.
Q 13	Q- How to upload bill documents for project packages (supply/ erection/ commissioning), where the Vendor does not know the NTPC ERP Purchase order number? Ans- Select Package Radio Button, system will show all your SAP packages across NTPC. Now, select correct package, system will fetch project automatically. Rest is same.
Q.14	If you are getting error of 'Failed to start process' while submitting digitally signed Invoice? Ans- Kindly ensure that you have not used decimal value in amount field and special characters in "Remarks" field like ' , &, etc. Still, you are always getting same error 'Failed to start process', write email to ntpc_vpp@ntpc.co.in with your Vendor Code, Name and Contact Number.
Q.15	Not able to make the Class 3 Digital Signature on document? Ans- On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature' □ 'How to Use?' https://pradip.ntpc.co.in/VendorFinal/How_to_Insert_a_Digital_Signature_PDF_Document.pdf
Q.16	While submitting the Digital Invoice 'Submit' button is not working? Ans. Submit button gets disabled when there is validation error in the screen e.g. Invoice Number already entered, Invalid data in Amount Field, Invoice Date, Invoice Number, fields etc.
Q.17	How to close/ reject the wrongly submitted digitally signed Invoice? Ans.- You may write an email request your EIC to close/reject the submitted invoice before Acceptance by EIC.
Q 18	Question – I have already sent physical copy of our bills & related documents along with the supply of goods. Do I need to upload them in NTPC Payment portal also? Answer – Yes. You have to upload the same in NTPC portal with class III digital signature. This will ensure proper tracking of bills and communication with you in case of any discrepancy & online status of the bills.

Q 19	Q-Shall we need to upload documents which are already available with NTPC or issued by NTPC? Such as MDCC, MRC, L2 schedule etc. Ans- Yes, If such document has been asked as per the Purchase Order / Contract/ as requested by EIC, You have to upload the same like other payment supporting documents
Q 20	Q- The payment term in our order is 90% / 100% through Bank against dispatch documents. Do I need to upload the payment documents in NTPC Vendor payment portal? Ans- No, in the case of payment term through bank (LSC Payment), there is no need of uploading digitally signed invoice & supporting documents. Original documents may be submitted at bank and copies may be sent to NTPC as per instructions in PO.
Q 21	Q- Shall we get the intimation SMS/ e-mail, whether our invoice is successfully submitted? Or whether it is processed? Or whether payment released Ans- In case of successful online submission, Vendor gets the Document reference number & Bill Processing Executive / Store Person reference in the right top hand sight screen itself. Later Vendor can see the same in "My- job" menu option. These NTPC persons will be starting the bill processing. Emails are sent when submitted invoices are accepted / rejected or discrepancy is raised / payment released. Vendors are requested to view their emails regularly
	C. INVOICE & PAYMENT TRACKING RELATED
Q.22	How to track the status of the Invoice?
	Ans- Go to 'My Job' menu option and click the 'lens' icon after entering relevant date range. Status columns show two squares, first for Invoice Acceptance Status and other for Payment Status. Legends : GREEN - Approved ORANGE - In Process RED Rejected 1) Whether invoice accepted and moved can be track from clicking on invoice no under my job section. 2) Details of Invoice payment can be tracked from Payment against PO/UTR/Ref no (8xxxx xxxxx)

Q.23	When payment against Invoice will be credited in my account? Ans.- You can track the payment against Invoice in menu option 'Payment Details' □ 'PO Payment Details' Now enter either Invoice Number or Document Reference Number or PO Number to search the payment details. Invoice Number, Document Reference Number or PO Number you can get from the 'My Jobs' menu options. It shows the various stage of the payment.
Q 24	Q- Where can the Vendors see the details of individual payment received by them along with deduction details if any? Ans :- In menu option 'Payment Details' → 'PO Payment Details'
	D. OTHER S
Q 25	We are supplying against an old PO where it was mentioned to send invoice & other supporting documents in originals to the consignee Stores & copy to Purchase & Finance department. Should we send hard copy of these documents? Ans- No. Even for old NTPC Purchase Orders mentioning hard copy submission, invoice needs to be submitted online in digital mode only. There is no need to send any hard copies of the documents.
Q 26	Q- Can Bank Guarantees be submitted in soft copy in NTPC Vendor Payment Portal? Ans- No. Bank Guarantees are to be submitted in original by Post / Courier / Hand delivery to the concerned Purchase department or to the authority as mentioned in the Purchase Order.
Q 27	In which type of cases the LR copy / Consignment note is to be directly sent by vendor in original to NTPC? Ans: In specific cases where vendor is supplying on FOR, 'Nearest Destination' Godown basis, where subsequent transportation from Transporter's Godown to NTPC Site is to be arranged separately by NTPC, the Vendor has to mandatorily send original Consignee Copy of LR/ Consignment Note to the Consignee as per details mentioned in the PO. For other cases, the original Consignee Copy of LR/ Consignment Note shall be received by NTPC along with the material (through transporter)/ through bank (in LSC Payment cases).
Q 28	I have supplied to NTPC through a GeM portal contract, how can I upload my invoice in NTPC Vendor payment portal? Ans- Presently for supplies against GeM portal orders there is no need to upload digital invoice in NTPC Vendor Payment Portal. The supplier needs to send his tax invoice to the consignee along with the goods.

Q 29	I have supplied to NTPC through a GeM portal contract. Can I track my payment status through NTPC Vendor payment portal? Answer- The GeM supplier can track their payment status through GeM Portal, where the details are updated by NTPC officials regularly. However, if you know your NTPC ERP vendor code along with the SAP Purchase Order No. (created in backend), then you may login to NTPC payment portal & track the status.
Q.30	How to update the PAN/GST Number? Ans- Kindly contact/ send e-mail to the C&M Department/EIC of the NTPC Project/Station from where PO has been issued, along with the relevant document.
Q 31	Q- Can I use this portal to lodge my grievance, suggestion or uploading of our credentials?
	Ans- No this portal is only for uploading of invoices
Q 32	Q- What is the benefit of Invoice / Bill submission in Digital mode Ans- Live tracking facility of all bills, alleviating the concerns arising out of missing documents, improving bill processing lead times and thus streamlining the entire payment cycle

No. 15-18/1/2020-HYDEL-II(MoP)-Part(1)**Government of India****Ministry of Power**

Shram Shakti Bhawan, Rafi Marg
New Delhi, 29th November, 2021**OFFICE MEMORANDUM**

Subject: "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE) in the Contracts of CPSEs under administrative control of Ministry of Power executing Hydro Power Projects – Panel of Experts.

Reference is invited to this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 regarding the Model Contract Provision for 'Dispute Avoidance Mechanism' through "Independent Engineer" in the Construction Contracts of CPSEs under administrative control of this Ministry executing Hydro Power Projects. Reference is also invited to this Ministry's O.M. No. 15-18/1/2020-H-II dated 05.10.2021, vide which the 'Expression of Interest' was invited from eligible candidate(s) for empanelment as 'Independent Engineer'.

2. In this connection, the undersigned is directed to convey that the Competent Authority has approved the following Panel of Experts as "Independent Engineer" :

S. No.	Name	Date of Birth	Post held immediately before retirement	Contact Details
1	Ravinder Kumar Sharma	10.02.1947	CMD, THDC India Limited	9810137215 rks98101@hotmail.com
2	Chander Mohan Walia	10.11.1949	Director (Electrical), HPPCL and Member (Technical), HPSEB	9418031231 cmwalia1949@gmail.com
3	Arun Kumar	22.12.1950	Member (Projects), HP State Electricity Board	9816600130 arunkumar@jayahydro.com

4	Dr. A.K. Lomas	18.09.1951	CMD, MECL and ED, NHPC Ltd.	9810212274 aklomas@gmail.com
5	Vinod Kumar Kapoor	21.07.1954	ED, NHPC; President/ Project Management Engineer for Hydropower Projects, Bhilwara Energy Ltd.	9599207052/ 9958466211 kapoorveekay@yahoo.co.in
6	Om Prakash	01.04.1957	Executive Director, NHPC Ltd.	8527724400 omprakash1957@gmail.com
7	Krishna Deo Sah	04.07.1957	Executive Director, NHPC Ltd.	9797793514 kdsah.2008@rediffmail.com
8	P.P.S. Mann	09.06.1957	Executive Director, THDC India Ltd. & Head of Project of Tehri Power Complex.	7351901352/ 7277630000 pps3mann@gmail.com
9	Rajesh Kumar Chaudhary	19.11.1957	Executive Director, NHPC Ltd.	9650088562 rajesh1957chaudhary@gmail.com
10	Ramesh Narain Misra	20.11.1957	CMD, SJVN Ltd.	9958111243 rnmisra1957@gmail.com
11	Janki Prasad	14.12.1957	Chief Engineer (HPM), Central Electricity Authority, New Delhi	9868555133 jpg57@rediffmail.com
12	Kanwar Singh	13.03.1959	Director (Civil), SJVN Ltd.	9810519883 kanwarsinghpc@yahoo.co.in ksnhpc@gmail.com
13	Rakesh	20.05.1960	Executive Director, NHPC Ltd.	8811072000 9810330826 rake_sh@hotmail.com
14	Anand Kumar Gupta	15.07.1960	Director (Commercial), NTPC Limited	9650992233 akgupta521@gmail.com

15	Rajesh Kumar Jaiswal	29.09.1960	Executive Director, NHPC Ltd.	8826006998 rajesh9285@gmail.com
16	Muhar Mani	14.12.1960	Executive Director (OMS, QA, Safety/Corporate Planning Monitoring & project Service), THDC, Rishikesh	9411106931 manimuhar@gmail.com
17	Kanwar Pal Singh	01.03.1961	Executive Director, Engineer in Charge of Tehri Pumped Storage Plant and Vishnugad Pipalkoti H.E. Project, THDC India Limited.	9412076324 kpstomar@rediffmail.com
18	Dhirendra Veer Singh	02.04.1961	CMD, THDC India Limited	9411103546 dvssingh01@yahoo.com
19	Suresh Chandra Pal	04.07.1961	Executive Director, NHPC Ltd.	7042711944 scpal02@yahoo.com

3. It is suggested that the Independent Engineer be chosen as per their background and relevant experience. All other terms and conditions shall be governed by this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 and O.M. No. 15-18/1/2020-H-II dated 05.10.2021, as amended from time to time.

This issues with the approval of the Competent Authority.


(R. P. Pradhan)
Director (Hydro-II)
Email: rp.pradhan@nic.in

In-Charge, NIC Cell – for publication on the website of Ministry of Power.

Copy to:

1. The Chairperson, Central Electricity Authority, New Delhi
2. The Chairperson, Central Water Commission, New Delhi
3. Member (Hydro), Central Electricity Authority, New Delhi
4. CMDs of all the CPSUs under Ministry of Power executing Hydro Power Projects.

Copy for information to:

1. O/o Hon'ble Minister of Power and New & Renewable Energy.
2. O/o Hon'ble Minister of State for Power.
3. Sr. PPS to Secretary (Power) / Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
4. All Joint Secretaries / equivalent level Officers of Ministry of Power
5. All Directors / Deputy Secretaries of Ministry of Power

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

Shram Shakti Bhawan, Rafi Marg
New Delhi, the 22nd March, 2022

OFFICE MEMORANDUM

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

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

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

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

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

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

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

Encl: as above.


(Vikrant S. Dhillon)
Deputy Director
Email: hydro2-mop@gov.in

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

To

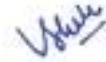
1. Chairperson, CEA
2. CMDs – PGCIL, REC, PFC, NTPC, NHPC, SJVN, THDC, NEEPCO, POSOCO
3. Chairman - BBMB, DVC
4. Director General – BEE, NPTI, CPRI

Copy to:

1. PS to Hon'ble Minister of Power & NRE
2. APS to Hon'ble MoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
5. All Joint Secretaries of Ministry of Power
6. All Directors / Deputy Secretaries of Ministry of Power.
7. Members of the CCIEs

Copy also to:

In-charge, NIC Cell, MoP with request to publish the OM on the website of Ministry of Power.



(Vikrant S. Dhillon)
Deputy Director

Appendix-1

Attachment-3L (i)

1. Format for declaration by the Domestic Bidder

“Self-Declaration by the Bidder” GEM Bid NO:)

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

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

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

(Seal & Signature of Bidder)

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

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

Attachment-3L (ii)

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

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

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

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

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

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

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

Attachment-3L (iii)

2. Format for declaration by the Foreign Bidder

“Self-Declaration by the Bidder”

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

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

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

(Seal & Signature of Bidder)

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

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

Annexure-I

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have issued/ extended/ amended Bank Guarantee (BG) Number..... amounting to (in number and words in Contract Currency) in favour of NTPC Limited on behalf of M/S (Contractor name) vide their request reference..... dated..... (DD/MM/YYYY) for the period (from)..... (to).....

We confirm that the bank commission (excluding Stamp paper, Out of Pocket Expenses (OPE) and GST on OPE) amounting to (amount and currency) for issuance/ extension/ amendment of the aforesaid BG have been recovered from M/s (Contractor name).

We further confirm that the commission charged on issuance/ extension/ amendment of the aforesaid BG is as per the prescribed rates of the Bank. Further the commission charged by the Bank as per card rates / sanctioned rates is customer/ borrower specific and is uniform for all BGs issued at the request of said customer/ borrower irrespective of beneficiary.

Chief Manager/Branch Manager

SS No: -

ABC Bank Ltd

New Delhi.

(With Seal of Bank Official)

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

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

and

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

and

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

(if applicable)

Preamble

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

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

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

Section 1 Commitments of the Employer

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

c) The Employer will exclude from the process all known prejudiced persons.

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

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

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

2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

ILA
ANAND
D

Digitally signed
by ILA ANAND
Date:
2025.05.02
10:46:52 +05'30'

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

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

Section 5 Previous Transgressions

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

Section 6 Company Code of Conduct

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

implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

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

Section 8 Pact Duration

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

Section 9 Miscellaneous Provisions

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

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

The Parties hereby sign this Integrity Pact at on this day of.....20....

Employer

Bidder/ Contractor

Joint Venture Partner(s)/
Consortium member(s)
(As Applicable)

Witness

Witness

Witness

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

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

Tripartite Integrity Pact

..... PACKAGE FOR

.....
LOA NO.

Amongst

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

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

Preamble

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

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

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

Section 1 Commitments of the Employer

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

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

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

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

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

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

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

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

Section 5 Previous Transgressions

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

Section 6 Company Code of Conduct

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

Section 7 Independent External Monitors (IEM)

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

Section 8 Pact Duration

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

Section 9 Miscellaneous Provisions

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

come to an agreement to their original intentions.

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

The Parties hereby sign this Integrity Pact at on this day of.....20....

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

ILA
ANAND
D

Digitally
signed by ILA
ANAND
Date:
2025.05.02
10:48:38
+05'30'

Annexure to tender documents (Applicable in case of Accepted/Allowed Exceptions as per ITB Clause 14.4 Regarding submission of Physical BG against EMD /Bid Security):

Addendum to EMD/Bid Security clauses of Tender Documents	1) ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE. 2) PHYSICAL BANK GUARANTEE A. Submission of physical BG against EMD/Bid Security has been permitted to the bidder as per the exception reasons submitted by the bidder. B. DELETED. C. In case the Bid Security is deposited by the Bidder in physical form, bidder to submit the Original Instrument in separate sealed envelope (#) and a copy of the same in the e-tendering portal. The envelope must be clearly marked on top so as to evidence the presence of bid security and suitable marking instructions to this effect may be included in the bidding documents. <u>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</u> While issuing the BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below: (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007 BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below: BG advising message: IFN 760COV/ IFN 767COV via SFMS. Field Number: Particulars (to be mentioned in Row 1).
---	---

7037: NTPCBG (unique identifier)

D. In case of Bidders opting for physical Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee at the tender opening location (#), before the deadline for submission of bids, following shall also be considered acceptable, subject to para-E below:

(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: -

a) The scanned copy of the BG.

b) SFMS / SWIFT message acknowledgement copy sent to Employer / Employer's banker stating the date of sending.

c) An undertaking from the issuing Bank strictly as per format enclosed at **Enclosure-A**.

SFMS / SWIFT message must be sent to the Employer/Employer's bank, details of which are mentioned in Bidding documents.

(ii) Bidders shall also be required to upload the scanned copy of the BG on e-Tender Portal in Fee Cover.

E. The bidder shall be required to submit all the documents in the manner as specified at para D above, to reach Employer (#) before the deadline for submission of bids, **failing which its bid shall be rejected as being non-responsive**.

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach Employer 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.

Address for communication notified in the NIT.

Format of Bank Guarantee as per tender documents.

Format of Extension of Bank guarantee as per tender documents.

Format of Undertaking
(To be sent by Issuing Bank through official email-ID to dealing executive of NTPC before the submission deadline of Bid)

From: xxxbank@xx.in

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

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

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

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

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

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

(Name of Bank Official)

Authority No.

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	12-10-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	13-10-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Ntpc Limited
कार्यालय का नाम / Office Name	Cg
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : gbirganthia@ntpc.co.in Buyer Email id: ilaanand@ntpc.co.in
वस्तु श्रेणी / Item Category	Handling and Transport on Lumpsum Basis - PR 200153836 Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas up to 50 Km
अनुबंध अवधि / Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, 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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	4

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	189502640
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	1000000

ईपीबीजी विवरण /ePBG Detail

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

(a). 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।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

HOD

NTPC Ltd , Western Region-II Head Quarter , Plot No. -87, Sector-24, Atal Nagar,Nava Raipur , Raipur , Chhattisgarh , PIN code: 492018 Phone: 0771-2515200
(Ntpc Limited)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	50:50

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	HOD
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	USSC RAIPUR
सीए अनुमोदन संख्या/CA Approval Number	183679
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	24-09-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	As per approval as the NIT is reserved for only MSE Vendor therefore MSE Purchase preference is Inconsequential as only valid MSE SC/ST Bidders will be considered for Price Bid opening.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1790571691.pdf](#)

Terms and Conditions to be mentioned by Buyer for bidders to participate:[1790571709.pdf](#)

Any Other Documents and Requirement to be mentioned by Buyer:[1790571717.pdf](#)

Handling And Transport On Lumpsum Basis - PR 200153836 Evacuation And Transportation Of Pond Ash From Dhanras Ash Dyke Of Korba STPP For Filling Low Lying Areas Up To 50 Km (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Category	PR 200153836 Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas up to 50 Km
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Md Kaifi Ahmad	495450,NTPC Korba, Jamnipali, District Korba, Chattisgarh	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NTPC LIMITED

(A Government of India Enterprise)

**Buyer Added Bid Specific
Additional Terms and Conditions (ATC)**

**UNIFIED SHARED SERVICE CENTRE,
C&M GROUP-1, RAIPUR**

(This document is meant for the exclusive purpose of bidding against this package and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

Name of Package: Evacuation and Transportation of Pond Ash from Dhanras Ash Dyke of Korba STPP for Filling Low Lying Areas upto 50 Km-Reserved for only SC/ST MSE Bidders

(Domestic Competitive Bidding-Open Tender Basis)

GeM Tender Reference: GEM/2026/B/ 8076722

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

2. Qualifying Requirements: Refer Section-I NIT for details. This tender is reserved for MSE Bidders registered in SC/ST Category only who are meeting the qualifying requirements of this tender.

3. A complete set of documents as mentioned above are enclosed under “Scope of Work”. Terms and Conditions stipulated in ATC will supersede those in GEM GTC in case of any conflicting provisions.

4. Rejection in Cases of Matching of IP Addresses:

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address (Either Technical Bid or Financial Bid or Both) with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

5. Bidders are required to submit the documents as mentioned in the checklist appended below while submitting their bid and submit the duly filled checklist online on GeM portal in ‘Additional ATC Documents’.

Sl	Document Required	Action Required
1	Attachment 1: Bid Security / EMD (as per ITB Clause No. 14.0)	
	(i) Bank Guarantee/ISB , strictly in the format provided in the tender document (<i>Submission of EMD BG in GeM Format shall not be accepted and such Bids shall be outrightly Rejected.</i>)	To be uploaded online and Original BG (if not eBG)/ISB to be submitted physically.
	(ii) MSE (UDYAM only) Certificate towards exemption of Bid Security / EMD (if applicable).	To be uploaded online and tick at the appropriate place on GEM Portal
2	Bidder’s Basic Information	To be uploaded online
3	Attachment 14: Declaration regarding GST	To be uploaded online
4	Site Visit Declaration	To be uploaded online
5	Documents for QR	To be uploaded online duly verified by TPIA/ISA of the Firm
6	Attachment 15: Undertaking for compliance of Important Conditions of Tender	Mandatory Acceptance along with Bid Submission

5. Details for issue of e-BG

<u>e-BG details for new BGs</u>		
1	Beneficiary	NTPC Limited
2	Pan Number of the Beneficiary	AAACN0255D
3	Date of Incorporation of the Beneficiary	07.11.1975
4	Beneficiary Bank IFS C Code	SBIN0017313
5	Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003
6	Pin Code	110003
7	Active Mobile Number of the Beneficiary	Mobile no of dealing executive of case,96 50998890
8	Active E Mail Id of the Beneficiary	<u>ilaanand@ntpc.co.in, amittiwari@ntpc.co.in</u>
9	Beneficiary BU Code (BG Business Area)	1041
10	Contract reference number	Mention Tender ID
11	Vendor Code	Please mention vendor code
12	Local Address	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

Mandatory Basic Information

(To be submitted with Techno-Commercial Bid)

1. Name of Agency:

2. Address:

3. PAN No.:

4. NTPC Vendor Code (If Any):

5. Name of Proprietor / Partners / Directors:

a.

b.

c.

d.

e.

f.

6. Dealing Person for this Tender:

a. Name:

b. Mobile No.:

c. Alt. Mobile No.:

7. Mail ID:

Date:

Place:

Signature.....

(Name of Authorised person having Power of attorney)

Designation.....

Common Seal.....

ATTACHMENT - 15

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

(Mandatory Acceptance along with submission of bid on GEM portal)

To,

NTPC Ltd.,

CPG-1, USSC Raipur

Dear Sirs,

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

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

3.	Declaration on Safety Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept the Safety Policy of NTPC”. Acceptance of above conditions shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the provisions of GCC Sub-Clause 10.4.9.	Accepted
4.	Declaration on Banning Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept Withholding and Banning of Business Dealing Policy of NTPC” Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Banning Policy of the Employer displayed on NTPC's website http://www.ntpctender.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 32. The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4.	Accepted
5.	Declaration on Fraud Prevention Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you accept the Fraud Prevention Policy of NTPC”. 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.ntpc.co.in indicating his compliance to the provisions of ITB Sub-Clause 31.	Accepted

6.	Declaration on Local Content	Bidders are required to confirm acceptance of the same by accepting the following condition: “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.” 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. 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.	Accepted
7.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	Bidders are required to confirm acceptance of the same by accepting the following condition: “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?” 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. 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. 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 sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor's Default’ and shall be dealt accordingly.	Accepted

8.	Anti-Bribery and Anti-Corruption (ABAC) Policy	The Bidder and its employees along with its Associate/ Collaborator/ SubContractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to AntiBribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpc.co.in/. Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer by accepting the following: "Do you certify full compliance to all provisions of Bidding Document?" Acceptance of above condition shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at https://ntpc.co.in/ under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.	Accepted
9.	Compliance to "Conflict of Interest" provisions	Bidders shall certify their compliance on "Do you certify that you are not having conflict of Interest with any other Bidder for this tender?" "We confirm that we have read and understood the ITB Clause 3 as indicated in BDS clause 22 regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid ITB* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid	Accepted

		ITB Clause 3 as indicated in BDS clause 21, 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." Acceptance of above condition shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.	
10.	Acceptance of Integrity Pact	Bidders are required to unconditionally accept the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer and confirm acceptance of the same by accepting the following condition: "Do you accept the provisions stipulated in the attached Integrity Pact". Acceptance of above conditions shall be considered as bidder's confirmation that they shall abide by provisions stipulated in all the 9 Sections of integrity pact of the Employer as per the provisions of ITB/GCC.	Accepted

11.	Mandatory Site Visit Clause	All prospective bidders must visit the NTPC Sites to familiarize themselves with the nature and quantum of work and site conditions and they have to mandatory submit the “Site Visit Declaration” signed by Authorized Representative of Agency along with their bid on GEM portal. Bidders are responsible for their own travel and other expenses related to this visit and no claims for additional costs or extensions of time will be entertained by NTPC. Any false or misleading or fraudulent submission of this certificate shall be dealt as per terms and conditions of tender documents. Format: “Site Visit Declaration” I declare that we have visited the NTPC _____ Site to familiarize ourselves with the nature and quantum of work and site condition and we have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect our Bid. We understand that by furnishing this certificate, Agency will be deemed to have full knowledge of the site conditions, and no claims for additional costs or extensions of time will be entertained by NTPC due to a lack of understanding of the site by the Agency.	Accepted
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12.	Acceptance of “Declaration regarding insolvency, bankruptcy and Liquidation”	Bidders are required to unconditionally accept the “Declaration regarding insolvency, bankruptcy and Liquidation” " As per clause 24 of BDS and Attachment-3L (i) / (ii)/(iii)/(iv) to the Bidding Documents and confirm acceptance of the same by accepting the following condition: “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. Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by provisions stipulated in BDS.	
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13.	Acceptance to SCC clause 2.8 ABNORMALLY LOW RATED ITEMS	<i>If the rates/prices finalized with successful Bidder(s) are found to be having a variation of more than (-)10% in relation to Employer's estimate of the cost of work to be performed under the contract, then such work shall be identified as "Abnormally Low Rate (ALR)".</i> <i>In such case, all the successful Bidder(s) shall be required to furnish an 'Additional Bank Guarantee (BG)' of an amount equal to 50% of the 'Cumulative Differential Amount (against all ALR Items under the BOQ of the Bid) as illustrated at SCC clause 2.8.</i>	Accepted
Acceptance of above conditions shall be considered as Bidder's confirmation that any deviation to the provisions of Bidding Documents found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited. The submission of an online bid against the subject NIT will be treated as the acceptance and compliance of all the Bid document terms and conditions including GTC, STC and ATC and Corrigendum conditions. No separate signed copy of this declaration is required for its enforceability.			

ATTACHMENT - 14

DECLARATION REGARDING GST

GEM Bid No.:.....

(To be submitted with Techno Commercial Bid duly filled in and signed)

Bidder's Name and Address:

To

NTPC Ltd.

.....

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

Sl. No.	Item Description	HSN Code	Mechanism (Basis of Charge) (Strike out whichever is not applicable)
10	Ash Excavation		18%
20	Loading of pond ash at NTPC Korba - Dhanras Ash Dyke by mechanical means		Forward Charge @18% OR Reverse Charge @ 5%
30	Transportation of ash		Forward Charge @18% OR Reverse Charge @ 5%
40	Spreading of the transported ash		18%
50	Providing and laying earth layer cover		18%

Notes:

- (1) During Execution of the Contract applicable GST shall be paid/reimbursed by the Employer on submission of (GSTIN) Invoice along with Consignment Note issued by Contractor.
- (2) The Declaration of the above Scheme shall be supported by authentic documents so that it may be established that scheme declared above is in line with declaration given to taxation authorities.
- (3) To be submitted by Agency along with Techno Commercial Bid duly filled in and signed.**
- (4) In case of non-submission or submission of blank format, the default GST shall be considered as 5% against Transportation & Unloading**

Date :
Person

Name of Authorized

Place :

Designation

"Site Visit Declaration"

(To be submitted with Techno Commercial Bid duly filled in and signed by Agency)

I declare that we have visited the NTPC _____ Site to familiarize ourselves with the nature and quantum of work and site condition and we have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect our Bid.

We understand that by furnishing this certificate, Agency will be deemed to have full knowledge of the site conditions, and no claims for additional costs or extensions of time will be entertained by NTPC due to a lack of understanding of the site by the Agency.

- **Date and Time of Visit:**
- **Location:**

Seal & Signature of

Auth. Representative of Agency

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/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.

---धन्यवाद/Thank You---