बिड संख्या/Bid Number: GEM/2026/B/8237660

दिनांक /Dated: 16-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-12-2026 16:00:00
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	Custom Bid for Services - OUTSOURCING OF ALS AMBULANCE SERVICE AT NTPC TTPS FOR 60 MONTHS AS PERS COPE OF WORK
समान श्रेणी/Similar Category	• Monthly Ambulance Service (All Inclusive)
अनुबंध अवधि /Contract Period	5 Year(s) 1 Day(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	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 दस्तावेज़ों 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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
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)**	20334500
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

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	200000

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).	63

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से

बाहर रखा गया है।/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
As per Section-I NIT.
(Ntpc Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1794824758.pdf

Payment Terms:1794824765.pdf

GEM Availability Report (GAR):1793790172.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1793790341.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1794824775.pdf

Any other Documents As per Specific Requirement of Buyer -1:1794824787.pdf

Custom Bid For Services - OUTSOURCING OF ALS AMBULANCE SERVICE AT NTPC TTPS FOR 60 MONTHS AS PERS COPE OF WORK (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OUTSOURCING OF ALS AMBULANCE SERVICE AT NTPC TTPS FOR 60 MONTHS AS PERS COPE OF WORK
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Nishant Kumar Dash	759101,P. O. Talcher Thermal, Distt. ANGUL, Odisha	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 Added text based ATC clauses

NTPC LIMITED

(A Government of India Enterprise)

Additional Terms and Conditions (ATC)

UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

Deployment of AC Type D Ambulance (Advanced Life Support- ALS Ambulance) with manpower at NTPC TTPS for a duration of 60 months

(Domestic Competitive Bidding)

Tender Ref: NTPC/USSC–CPG1/ 9900336426

GEM Bid : GEM/2026/B/ 8237660

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
    a. Section-I: Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
    b. Section-II: Instructions to Bidders (ITB)
    c. Section-III: General Conditions of Contract (GCC)
    d. Section-IV: Special Conditions of Contract (SCC)
    e. Section-V: Technical Specifications and Bid Drawings (Scope of Supply/Service)
    f. Section-VI: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)
    g. Section-VII: Forms and Procedures

2. **A complete set of documents as mentioned above are enclosed under “Any Other Documents As Per Specific Requirement of Buyer-1”.**

3. Terms and Conditions stipulated in ATC will supersede those in GeM GTC and STC in case of any confli

cting provisions.

4. Bidders are required to submit the documents as mentioned in the check list appended below while s ubmitting their bid and submit the dully filled check list online on GeM portal.

   Formats of the documents required to be submitted as per this check list can be referred from “Secti on-VII: Forms and Procedures” enclosed under ‘Instruction to Bidders’ and ‘**“Any Other Documents As Per Specific Requirement of Buyer-1”.**

5. Instructions for filling the Price Bid:

a. The Bidder is required to quote Lumpsum Price {Including GST) in GeM Bid against NTPC estimated amoun t indicated on Section-VI BOQ.

b. The Break-Up of applicable GST is required to be quoted in Attachment-9 as per the provisions of the biddi ng documents.

c. Quantity Mentioned "1" in Gem Bid for each item represents Lumpsum-price {i.e. {(Quantity x Unit Rate) + Quoted GST} for individual line item.

6. MSE Benefits are Applicable for this work. MSE bidders seeking exemption for EMD and Purchase Pref erence shall select appropriate option on GeM portal (separately for each i.e. EMD & purchase prefere nce) and should enclose an attested/self-certified copy of UDYAM registration certificate, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

   Recently, IP address functionality introduced in GeM portal. The primary objective of this new feat ure is to identify collusion activities between sellers by capturing their IP addresses.

7. Bidders are advised to mention their prices at the designated place on the GeM portal only as the sam e shall only be considered for evaluation and price content mentioned / uploaded along with any othe r documents in their bid shall not be considered in any case.
8. ‘During the technical evaluation stage, in case of common IP address (either for Financial Bid IP Addre ss or Technical Bid IP address or both IP address) of a seller with any other seller as popped up in a te nder by GeM portal, all such bids shall be outrightly rejected.
9. Bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix A to Attachment-3A-1 (Undertaking f rom Statutory Auditor) and/ or Appendix B
   to Attachment-3A-1 (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.
10. In case documents are certified & verified for authenticity through TPIA, the verification and certificati on of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender we bsite (https://ntpctender.ntpc.co.in/) under “Policy for Document Authentication Process in Tenders of NTPC Ltd” tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage
    them for document certification.
11. The following website may be referred for contact details and accreditation
    validity of above mentioned TPIAs:
    http://nabcb.qci.org.in/inspection_body/
12. 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 docu ments, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be lia ble for rejection.

Bidder’s Basic Information

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 Authorized person having Power of attorney)

Designation.....

Common Seal.....

Check List

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1	**Attachment 1: Bid Security / EMD (as per ITB Clause No. 14.0)-**		

	(i) Bank Guarantee, strictly in the format provided in the tender document, Amount as per NIT, validity as per tender document. **Notes:** 1. Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive. 2. 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 'Section-VII: Forms and Procedures' of NTPC 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.	To be uploaded online and Original BG to be submitted physically	
	Or		
	(ii) MSE (UDYAM only) certificate towards exemption of Bid Security / EMD.	**To be uploaded online**	
2	Attachment 2: Authority to Sign the bid	**To be uploaded online**	
3	**Attachment 3: Bidder's Qualifications - Copies of Documentary evidence in support of the qualification criteria as per ITB Clause No. 5.4.**	**To be uploaded online duly filled in**	
	Undertaking duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR.	**To be uploaded online duly filled in**	
4	Attachment 5: Equipment/ Machinery deployment Schedule	To be uploaded online duly filled in	
5	Attachment 6: General Declaration of Bidder	To be declared through undertaking at Attachment 13	
6	Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form	To be uploaded online duly filled in and authenticated from the concerned bank	
7	Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	To be uploaded online duly filled in	

8	Attachment 9: Declaration Regarding GST	To be uploaded online duly filled in	
9	Attachment 10: Technical Compliance	To be uploaded online duly filled in	
10	Attachment 11: Declaration of Local Content	To be declared through undertaking at Attachment 13	
11	**Attachment 12: Integrity Pact (pre-signed by employer)**	To be accepted through undertaking at Attachment 13	
12	Attachment 12A: Details of Foreign Principals of Indian Bidders *[if applicable]*	To be uploaded online	
13	**Attachment 13: Undertaking for compliance of Important Conditions of Tender**	**To be uploaded online**	
14	**Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)**	**To be filled online on GeM portal only**	

Bidder's Sign & Stamp

ATTACHMENT – 3A-1

Bidder's Qualifications

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

(Qualification Data)

-

Dear Sirs,

Bidder's Qualification Data regarding subject package as per Clause No. ..... of NIT.

In terms of Item No 5.1.1 of NIT, we confirm that

5.1.1 The bidder should have executed "deployment of at least one Ambulance on a 24x7 basis for any 'Organisation / Hospital / Medical Centre' for a continuous period of not less than one (1) year in a single contract" within the preceding seven (7) years prior to the date of Techno-Commercial bid opening.

5.1.2 The bidder should have executed the work(s) of "managing / providing / deployment" of Ambulance(s) within the preceding seven (7) years prior to the date of Techno-Commercial bid opening, in a

ny of the following manner;

a. One(1) order having executed value not less than **Rs. 33 lakh**

OR

b. Two (2) orders having executed value not less than **Rs. 20 lakh** each.

OR

c. Three (3) orders having executed value not less than **Rs. 16 lakh** each.

Details of which are as follows: -

SN	Description	Contract1
1	Client detail	
	1. Plant and site Name for which the work was done:	
	2. Client name:	
	3. Address:	
	4. Contact Person	
	5. Phone	
	6. Fax:	
	7. E-mail address	
2	Contract Number & Date of award	
3	Order Value in INR lakhs	
4	Executed Value in INR Lakh	

5	Whether Contract include work(s) as mentioned in technical QR criteria	
6	Date of successful completion of work	
7	Whether Documentary evidence/customer certificate in support of above data enclosed duly verified by TPIA/ISA?	
8	Details of documentary evidence enclosed	

*Please Strike off which is not applicable.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid:

Date : (Designation).....

Place : (Printed Name).....

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/Contract Agreement/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.

ATTACHMENT - 3A-2

(Details pertaining to Financial Qualification of the bidder as per

Item No. ……. of NIT)

(A) We confirm that our average annual turnover during the preceding three (3) financial years as on the date of Techno-Commercial bid opening is not less than 41 Lakh (Rupees forty-one lakh only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements, and the details are as under:

S No	Financial Year	Amount in Bidder's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2025– 2026**			
2	2024 – 2025			
3	2023 – 2024			
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#		**Yes*/No***	

* Bidder to strike off whichever is not applicable.

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 I

nstitute of Chartered Accountant of India (ICAI).

** If audited Financial statement for FY 2025-2026 is not available please submit the APPENDIX-C To Attachment 3A2 inline with clause 5.2.4 of NIT.

(B) Since we do not satisfy the average annual turnover criteria of ..... of NIT on our own, we give below the following details of our Holding Company in terms of NIT Clause no ..... who meet the stipulated turnover requirements and whose Net worth as on the last day of the preceding financial years is at least equal to or more than the paid up share capital of the Holding Company.

1. Name and Address of the Holding Company: .....

2. **Annual Turnover of the Holding Company with following details:**

S No	Financial Year	Amount in Holding Company's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2024– 2025			
2	2023 – 2024			
3	2022 – 2023			
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 of Holding Company for the last 3 financial years#		**Yes*/No***	

*** Please Strike off whichever is not applicable.**

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).

(Details pertaining to Financial Qualification of the Bidderas per Item No……. & …….. of the NIT)

Bidder's Name and Address:

To

Contract Services

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% (hundred percent) 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 Annual Reports/Audited financial statements	

for the last 3 financial years* in support of above is enclosed at Annexure..... to this Attachment

5. Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:

(a) Copies of unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.

(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment.

* In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

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).

(B) Since we do not satisfy the Financial Criteria on our Own, we give below the following details of our **Holding Company and/or our subsidiary(ies) and/or subsidiaries of our Holding Company**:

1. Name and Address of the Group Companies:
    1. .....
    2. .....
    3. .....

Sl. No	**Description**	**As on last day of the preceding financial year**
2.	Paid-up Share Capital of Group Companies Y1 Y2 Y3	 ....
3.	Net Worth of the Group Companies X1 X2 X3	 ....
4.	%age of Net worth to Paid-up Share Capital of the Group Companies X1/Y1 x100 X2/Y2 x100 X3/Y3 x100	 ....

5.	Net worth (Combined) (X1+X2+X3)/(Y1+Y2+Y3) X 100	.....
6.	Audited financial statements of Group Companies for the preceding financial year in support of above is enclosed at Annexure .... to this Attachment. In case not enclosed, financial results certified by a practicing chartered accountant enclosed	YES/NO YES/NO Enclosed at Annexure
7.	In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2016-2017 also enclosed. Further, a Certificate from the CEO/CFO of the Company stating that “the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available”, is enclosed Annexure ..... as per the format at Appendix-C to this Attachment.	YES/NO Enclosed at Annexure YES/NO

We further confirm that Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its Collaborators / Associates / Subsidiaries / Group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

(i) Net worth means the sum total of the paid up share capital and free reserve. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

(ii) Other income shall not be considered for arriving at annual turnover.

APPENDIX-A TO ATTACHMENT – 3A-1

Undertaking from Independent Statutory Auditor

(On **letter head digitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor -Applicable only in case of Company)

Ref. No:_____

Date:

To,

Central Procurement Group-I

NTPC Ltd.,

Plot No. 87, Sector-24, Atal Nagar

Nava Raipur, Raipur, Chhattisgarh – 492018

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 d ocuments on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to T echnical 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 a lso attached with this letter. The same has been verified from the Original Documents and/ or Clie nt 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 participatin g in tender/s.

Thanking you,

Seal & Signature:.....

Name of Auditor:.....

Firm Name:.....

UDIN No.: .....

* *Strike off, whichever is not applicable*

APPENDIX-B TO ATTACHMENT - 3A-1

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,

Central Procurement Group-I

NTPC Ltd.,

Plot No. 87, Sector-24, Atal Nagar

Nava Raipur, Raipur, Chhattisgarh – 492018

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.

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, ...

Seal & Signature: .....

Name: .....

* *Strike off, whichever is not applicable*

APPENDIX-A

TO ATTACHMENT - 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO

OF THE HOLDING COMPANY IN ACCORDANCE WITH

ITEM NO. ..... OF NIT

(To be submitted by Bidder along with the Bid)

Ref. : Date:

To

Central Procurement Group-I

NTPC Ltd.,

Plot No. 87, Sector-24, Atal Nagar

Nava Raipur, Raipur, Chhattisgarh - 492018

Dear Sir,

1.0 I, M/s..... (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).....

(Name & Designation) .....

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

(Seal of Holding Company) .....

Note: *Please Strike off whichever is not applicable.

APPENDIX-B

TO ATTACHMENT - 3A2

PROFORMA OF LETTER OF UNDERTAKING

(TO BE STAMPED AS PER INDIAN STAMP ACT)

[To be executed by the Holding Company of Bidder Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Item No. …… of NIT)

Ref. : Date:

To

Central Procurement Group-I

NTPC Ltd.,

Plot No. 87, Sector-24, Atal Nagar

Nava Raipur, Raipur, Chhattisgarh - 492018

Dear Sir,

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 stip ulated Financial Qualifying Requirement as per Clause …… of NIT.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of Contract for 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 NTPC.

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

Yours faithfully,

(Signature of Authorized Signatory)

on behalf of the Holding Company)

(Name & Designation) .....

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

(Seal of Holding Company) .....

Witness:

(1) .....

(2) .....

APPENDIX-C

To Attachment 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE WITH ITEM NO. …… OF NIT

(To be submitted 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 "Deployment of Excavator, Backhoe loader, Tipper truck & work force for Wagon Tippler Hopper grill cleaning and Biomass pellet unloading for 24 Months at NTPC Solapur **"** 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 & Design
ation) .....

Place : (Name o
f the Company) .....

Note: *Strike off whichever is not applicable.

.

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

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 कार्रवाई 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---

SCOPE OF WORK, TERMS AND CONDITIONS

Name of Work: Deployment of AC Type D Ambulance (Advanced Life Support- ALS Ambulance) with manpower at NTPC TTPS for a duration of 60 months**.**

SCOPE OF WORK:

1. Deployment of AC (AIR CONDITIONED) Advance Life Support (ALS) **Ambulance Type D as per AIS 125 of National Ambulance Code of ARAI (Automotive Research Association of India)** Brand New, of Make & Model 2026, Force traveller/ Tata Winger , Manufacturer Fabricated, BS6 (Bharat Stage 6) compliant, 3-way siren & light, mike and operating system along with Equipment as per the list mentioned in Annexures A,B,C,D, Consumables, Fuel, and Manpower i.e. Drivers, Emergency Medical Technicians (EMTs) and Medical Attendants to attend to sick and serious patients as per direction of the CMO/medical officer in-charge or authorized executive of the projects/stations. **The registration of Vehicle should not be earlier than 01/08/2026 & must be brand new and registered on the name of the vendor (agency).**
2. **Type A ambulance** like motorbike, small van models, **Type B ambulances** like JEEP MODEL – TRAX (like EECO, or Car van based or mini-van type etc.) are **not admissible.**
3. The ambulance should have permit in accordance with all the acts, rules & policies under the scope of Pari Vahan Sewa (Government of India- Ministry of Road Transport & Highways & must comply with **Ambulance Type D as per AIS 125 of National Ambulance Code of ARAI (Automotive Research Association of India)**
4. "**Ambulance**" should be written on front and back of the vehicle with fluorescent red color stickers and ambulance logo in blue color sticker.
5. NTPC Talcher Thermal in Hindi/regional language and English should also be written on both side of the vehicle along with NTPC logo in bold letter.
6. ALS Ambulance shall be stationed in hospital for **24x7** and move to attend /transport patients as per the direction of the CMO/Medical Officer/in-charge of the project hospital.
7. **GPS enabled real time position tracker** along with the software to track the same to be provided to the CMO.
8. Equipment/Instruments & other items as per **Annexures A, B, C, D** are to be made available and functional all the time & **to be replenished after exhaustion and expiry by the agency**. The decision of EIC is final for relaxing any criteria under annexure A, B, C & D.
9. **EIC-** CMO NTPC TTPS
10. **Contract Period-** Contract shall be valid for a period of **60 months** from the date of start.
11. **Extension-** The Contract may be extended for a period up to **03 months** on same Rates, Terms and Conditions of the Contract.
12. **Pre-Closure**- Engineer-In-Charge (EIC) reserves the right to foreclose the Contract before completion of extended time period with a notice period of **01 month**.
13. **Tentative Date of Start:** Tentative date of vehicle deployment shall be **01.01.2027**. Delay in deployment of vehicle and shall be penalize @ 1000/-per day, which will be deducted from R.A. Bill/s or SD/EMD.
14. **FUEL COST:**
    a. The operational cost for fuel for 1000 KM per month will be part of the overall operational expense.
    b. Taxes: As applicable.
    c. **Fuel Cost:** The extra kilometers run by the ambulance beyond 1000 KM will be reimbursed with RA bill per month, on the actual Kilometers run divided by 10 (considering the ambulance runs 10 Kilometers per litre of Diesel) multiplied by the price of one litre of Fuel in that month. The payment shall be exclusively on actual monthly official run

certified by EIC/Doctor in Charge in the logbooks. The rate of fuel shall be on prevailing local standardized rate for the month at NTPC Talcher Thermal Power Project.

15. Manpower Requirement:

Sl No	Designation	Manpower	Category
1	Driver	1 in each shift per day	SW- Skilled Worker
2	EMT	1 in each shift per day	SW- Skilled Worker
3	Medical Attendant	1 in each shift per day	SSW- Semiskilled Worker

Note:

1 No. Reliever will be provided for 3 Drivers

1 No. Reliever will be provided for 3 EMTs

1 No. Reliever will be provided for 3 Medical Attendants

Total manpower required for managing 3 shifts 24X7 in a Month: **12**

16. A total of **12 manpower** (3+1 Drivers, 3+1 EMTs and 3+1 Medical Attendants) shall be deployed for 8-hour shifts as per relevant labour laws in which the three will be in shift and one will be reliever who will also be paid as per labour law. These manpower should undergo refresher course every year for equipment functioning and first aid which will be arranged and borne by the vendor.

Drivers for ALS Ambulance (One Driver per shift in 3 shifts/day)

1. Minimum Wages: Driver should not be engaged at lower rate than that of minimum wages as mentioned in Special Terms and Conditions: Clause 15 above, along with other statutory allowances as applicable [EL (5%), NH & PH (2.62%), EPF(13%), Retirement Benefit (4.92%), Employer Share of ESI (3.25%)/Workman Compensation Act 1923 wherever applicable, Bonus (8.33%), Safety (2%), Special Compensation (Rs22), PMJJBY (Rs436/year), PMSBY (Rs20/year)].
2. Agency must ensure that resources are deployed in such a way that the round the clock duty in 3 shifts shall be covered for the day in lines with labor laws. The duty shifts so arranged that no resource shall be deployed for more than 6 days a week and should not have done duty for greater than 48 hours/ week (inclusive of overtime barring emergency).
3. In order to comply with all statutory norms, a minimum 03 drivers per day is required however for smooth running & as per law obligation, provision for extra drivers as reliever to be kept in hand (**see ANNEXURE E**). NTPC shall not be responsible for any penalty for any deviation observed in compliance of any statutory Law.
4. Drivers on ALS ambulances should have minimum one-year experience of heavy motor vehicle/ambulance driving and valid HMV (commercial) driving license, which should be renewed time to time. Drivers must have full knowledge of Hindi/local language, locations from where they pick and drop the sick and serious patients. They should also be literate to read the traffic signs and rules. They should be fully capable to fill vehicle logbook in proper ways without cutting and overwriting.
5. They should be well behaved, disciplined and report at duty place in uniform provided by the vendor before 15 minutes as per their duty schedule. They must produce vehicle logbook per day as provided by the vendor to get sign/verified by the engineer in-charge every day in the morning hrs.
6. As the ambulance services are connected to human life, all the drivers must be ready to move for outstation duties at any time on the instructions of CMO/medical officer in-

charge/ engineer in- charge or authorized executive of the project hospital for quick and fast services as and when required.

7. They should be responsible for safe pick & drop including shifting of patients in/out of the ambulance at site/hospital while transportation.
8. They should be ready to work in shift on rotational basis as pre instruction of the CMO/in-charge/ engineer in-charge or authorized executive of the project hospital.
9. They should be medically fit, healthy, and free from any communicable diseases. Vendor must get their medical examination once a year during the contract period at their own cost.
10. They should be ready to work in rural health camp/dispensary outside of the hospital as per instruction of the CMO/in-charge/ engineer in-charge.
11. Any other job assigned to them shall also be done on the instructions of the CMO/in-charge/ engineer in-charge.
12. They must maintain duty register for drivers per day as provided by the vendor. They should produce the same to the engineer in-charge every day in the morning hrs. For verification.

Emergency Medical Technician (EMT) ALS Ambulance: (one EMT per shift in 3 shifts/day)

1. The additional manpower for ALS shall be **Emergency Medical Technician (EMT) - Basic.**
2. Minimum Wages: EMTs should not be engaged at lower rate than that of minimum wages as mentioned in Special Terms and Conditions: Clause 15 above, along with other statutory allowances as applicable [EL (5%), NH & PH (2.62%), EPF(13%), Retirement Benefit (4.92%), Employer Share of ESI (3.25%)/ Workman Compensation Act 1923 wherever applicable, Bonus (8.33%), Safety (2%), Special Compensation (Rs22), PMJJBY (Rs436/year), PMSBY (Rs20/year)]
3. EMTs should have completed a certificate course in EMERGENCY MEDICAL TECHNICIAN - ADVANCED (EMT A), in health care institute recognised by National Skill Development Program GOI. Persons with higher qualification are admissible but no extra pay shall be made for the same. The candidate suitability shall be as per working skill & knowledge to the satisfaction of the EIC/CMO.
4. Agency must ensure that resources are deployed in such a way that the round the clock duty in 3 shifts shall be covered for the day in lines with labor laws. The duty shifts so arranged that no resource shall be deployed for more than 6 days a week and should not have done duty for greater than 48 hours/ week (including overtime barring emergency).
5. In order to comply with all statutory norms, a minimum of 03 EMTs per day is required, however, for smooth running & as per law obligation, provision for extra EMT as reliever to be kept in hand (see **ANNEXURE E**). NTPC shall not be responsible for any penalty for any deviation observed in compliance with any statutory Law.
6. Ambulance services are associated with human life. Therefore, EMTs must have full knowledge/trained for operation of all the equipment in ALS ambulance.
7. They should attend to the patients in emergency and associate with ambulance for safe pick and drop including shifting of patients in/out of the ambulance at site/hospital while transportation and as per instructions of CMO/medical officer in-charge or authorized executive of the project hospital.
8. They should also assist doctors/staff nurses on duty for better management of the patients in emergency as well as in casualty and to work in rural health camps/dispensary outside of the hospital as per instructions of above authorities.
9. Knowledge of Hindi, English and local language may be preferred for deployment of manpower.
10. They should be medically fit, healthy, and free from any communicable diseases. Vendor must get their medical examination once in a year during the contract period at their own cost.
11. They should be well behaved, disciplined, and ready to work in shift on rotational basis as per direction of the CMO/medical officer in-charge or authorized executive of the project

hospital. They should report at duty/workplace in uniform provided by the vendor before 15 minutes as per their duty schedule.

12. They must maintain duty register for drivers, Medical Attendants and themselves per day as provided by the vendor. They should produce the same to the Medical Officer/in-charge everyday in the morning hours for verification.
13. As the ambulance services are connected to human life, all the EMTs must be ready to move for outstation duties at any time on the instructions of CMO/in-charge/ Medical Officer/in-charge or authorized executive of the project hospital for quick and fast services as and when required.
14. They should be ready to work in shift on rotational basis as per direction of the CMO/medical officer in-charge or authorized executive of the project hospital.

Medical Attendants for ALS Ambulance (one Medical Attendant per shift in 3 shifts/day)

1. Medical Attendants for ALS ambulances should have certificate in Dresser Cum First-Aider (DCFA) from Government-recognized institute like "Indian Red Cross Society" or "St. John's Ambulance, or any other Government recognized institute with minimum one-year experience.
2. Minimum Wages: Medical Attendants should not be engaged at lower rate than that of minimum wages as mentioned in Special Terms and Conditions: Clause 15 above, along with other statutory allowances as applicable [EL (5%), NH & PH (2.62%), EPF(13%), Retirement Benefit (4.92%), Employer Share of ESI (3.25%)/ Workman Compensation Act 1923 wherever applicable, Bonus (8.33%), Safety (2%), Special Compensation (Rs22), PMJJBY (Rs436/year), PMSBY (Rs20/year)].
3. Agency must ensure that resources are deployed in such a way that the round the clock duty in 3 shifts shall be covered for the day in lines with labor laws. The duty shifts so arranged that no resource shall be deployed for more than 6 days a week and should not have done duty for greater than 48 hours/ week (including overtime barring emergency).
4. In order to comply with all statutory norms, a minimum of 03 Medical Attendants per day is required, however, for smooth running & as per law obligation, provision for extra Medical Attendant as reliever to be kept in hand (see **ANNEXURE E**). NTPC shall not be responsible for any penalty for any deviation observed in compliance with any statutory Law.
5. They should work on ambulance and also assist Doctors, Staff Nurses on duty for better management of the patients in emergency as well as in stabilization center and also to perform duty in rural camps/dispensary outside of hospital as per instructions of the EIC/CMO of the Project Hospital.
6. They should associate with ambulance for safe pick and drop including shifting of patients in/out of the ambulance at Site/Hospital while transportation and as per instructions of EIC/CMO of the Project Hospital.
7. To work in any section of Project Hospital as per requirement.
8. To maintain records of the section where they are deployed.
9. Knowledge of Hindi, English and local language may be preferred for deployment of manpower.
10. They should be medically fit, healthy and free from any communicable diseases.
11. They should be well behaved, disciplined and ready to work in shift on rotational basis as per direction of the EIC/CMO of the Project Hospital. They should report at duty/work place in uniform provided by the Vendor before 15 minutes as per their duty schedule.
12. All the medical attendants must be ready to move for outstation duties at any time on the instructions of EIC/CMO.
13. All wages payable to Medical Attendant shall be processed through the CLIMS in accordance with applicable laws, rules, and organizational guidelines.
14. They should be ready to work in shift on rotational basis as per direction of the CMO/medical officer in-charge or authorized executive of the project hospital.

OTHER TERMS AND CONDITIONS:

1. Operational cost of ambulances for lubricants, tubeless tyres, normal wear & tear including accidental maintenance, manpower, equipment maintenance, consumables, legal compliances, insurance of vehicles & manpower and any other directly & indirectly charges related to vehicles and manpower etc. shall have to be borne by the contracting vendor.
2. Looking into road safety, vehicle head lights & fog lights bulbs, siren light bulbs, indicators lights bulbs shall be replaced immediately, if found defective. Ambulance tyres shall also be changed immediately, if rubber grip of single or all tyres become smooth, on the instructions of the CMO/Medical Officer/In-Charge. Non-compliance shall be treated the ambulance absent in whole shift and an amount Rs. 5000/- shall be deducted from the RA bill/s of the vendor.
3. The ambulance must be maintained properly throughout the contract period with decent upholstery like curtains, seats leather seat covers etc. Curtains and seat covers are to be washed regularly at an interval of 15 days or earlier, if dirty whereas the same may be replaced immediately, if found rotten. Non-compliance shall be deducted Rs.100/-per day from the R.A. Bill/s of the agency.
4. Deployment of qualified and professionally trained driver on ambulance round the clock.
5. Vendor must keep reserve work force for ambulances shift rotation and leave. Being emergency services, non-deployment of drivers in any shift on ambulance shall be treated whole shift of ambulance as absent and an amount Rs. 5000/- shall be deducted from the RA bill/s of the vendor against such absence.
6. CMO/Medical Officer/ in-charge is the final authority to remove any manpower deployed without any notice to the vendor if behavior of particular manpower is found un-satisfactory. Vendor must replace such driver immediately. Non-compliance of the same shall be treated as ambulance (ALS) absent in that shift. In case Rs.5000/- shall be deducted from RA Bill/s of the vendor on account of each manpower.
7. All expenses towards salary, uniform, repair and maintenance of ambulance and equipment/instruments, consumables including medicines/drugs in the First Aid/ Rescue Kit, fuel (hsd), lubricants, damages due to accident, comprehensive insurance, road tax, income tax, GST or any other taxes including parking charges, ambulance fitness, vehicle & deployed manpower insurance, mobile phone, medical expenses of manpower, room rent, legal compliances etc. not mentioned herein shall also be arranged and borne by the vendor.
8. It is the sole responsibility of the vendor to keep full tank of fuel (HSD) every time.
9. All the relevant documents pertaining to statutory compliance shall be submitted to the Medical Officer/in-charge. Any penalty imposed by any authority on this account shall be borne by the agency.
10. Vehicle should comply strictly with provision of pollution control in line with the decisions of supreme Court/NGT from time to time and should comply with statutory regulations issued from time to time in this regard. Non-compliance shall be deducted from the R.A. Bill/s of the agency @ Rs. 500/- per day.
11. It is compulsory to provide pre/postpaid cell phone (mobile) on each ambulance. Mobile no. to be informed to the MOIC/ Medical Officer/In-charge. Vendor has to provide the same on their own cost & risk. Rs. 100/- per day shall be deducted from the R.A. Bill/s of the vendor against non-compliance.
12. The vendor will provide a vehicle tracker software to the medical officer in charge/ CMO for live tracking of the ambulance.
13. Ambulance may have to perform outstation duties also on the instructions of the CMO/Medical Officer/in-charge for which no extra charges i.e. overstay, night stay, manpower TA/DA and any other charges.
14. The vendor only should own the ambulance deployed. No vehicle shall be allowed to be sold/mortgaged or sub-let during the entire contract period. NTPC shall have full right to short- close the contract without notice by forfeiting the entire EMD/ SD etc. of the vendor.
15. Periodic maintenance at an interval of every three months with prior approval of the EIC is

essential for which 12-16 hours leave may be given and the vendor has to provide a substitute ambulance for the same period. Maintenance certificate from vehicle's authorized service station has to be submitted after each service/maintenance. No payment shall be paid to the agency for this activity by NTPC. Penalty @Rs.10000/- shall be imposed for non-compliance of each service. However, grace period for 15 days will be allowed for any unforeseen circumstances.

16. AMC/ Warranty of the medical equipment & instruments installed in ambulance (ALS) is mandatory for the durations of the contract. Repair in case of breakdown has to be ensured within 36 hours and Noncompliance shall be penalized @ Rs. 1000/- per day per equipment/instrument after 36 hours and shall be deducted from the R.A. Bill/s of the vendor. Similarly, consumables shall be re-filled within 24 hours otherwise Rs. 500/- per day per consumable shall be deducted from the R.A. Bill/s of the vendor after 24hours.
17. UNIFORM: Vendor must provide 2 sets of uniform per year to the deployed manpower.
    Uniform colour to be decided in consultation with CMO/EIC.
    2 sets of shirts & Full Pants.
    1 set of Safety Shoe
    1 Safety Helmet
    1 Reflective Safety Jacket
    1 ID Card
    Penalty Rs.50/- per person per day shall be imposed for non-compliance which shall be deducted from RA bill/s of the vendor.
18. Vendor must pay minimum wages (Central or state whichever is higher) to deployed work force, drivers and Medical Attendants (as per Central Govt./ State govt Notification from time to time) latest by 7th day through bank of each month. Non-compliance shall be imposed Rs.100/- per person per day after 7th day of the month.
19. Vendor must provide copies of pay slips/wage slips, bank deposit slips, PF deposit slips/ ESIC challans for HR clearance along with the bills for release of payment to the vendor through measurement book.
20. Vendor shall follow compulsorily the rules of PF act and deposit the PF against each deployed work force. Rs.1000/- shall be imposed per man per month against non-compliance which shall be deducted from the RA bill/s of the vendor.
21. Prior to deployment of work force, vendor should take group insurance/ESI of their work force as per norms at their own cost per year basis or for entire contract period. Rs. 5000/- per month against noncompliance shall be deducted from the RA bill/s of the vendor.
22. Vendor has to keep Rs.5000/- cash petty cash with caretaker/ driver from the first day of the date of start of the contract until complete execution of the contract for ambulance minor maintenance/fuel (HSD) requirement/toll and parking etc. in emergencies. Non-compliance shall be imposed Rs. 100/- per day which shall be deducted from R.A. Bill/s of the vendor. The same will be refunded after completion of contract.
23. In case failure to complete the contract and performance of the vehicle and compliance to the contractual provision is/are found unsatisfactory, the contract may be terminated by short closure by NTPC without any notice forthwith and security deposit/CPG, EMD, pending bill/s etc. shall be forfeited. No compensation shall be paid for an unutilized portion of the contract period.
24. All payment shall be released on completion of a month after receiving proper bill/s from the contractor in the prescribed proforma along with supporting documents as may be needed from time to time.
25. In case of non-availability of the vehicle for minor/major breakdown, an alternative vehicle shall be arranged immediately. However, the deployment of alternative vehicle shall be allowed subject to fitness, road worthiness and proper documents of vehicle as agreed in contract.
26. NTPC shall not be liable to provide either accommodation facilities to the vendor or their employees. However, as a case of ambulance and emergency nature of job, shared type accommodation in township/transit campsite may be provided on commercial rent as per

NTPC norms subject to availability.

27. Vendor has to provide the list of all drivers containing name, age, sex, and address with thana of each and every worker along with photograph duly verified by the village/town authority within a month of deployment of workers.
28. Vendor has to arrange medical facilities to all their deployed workers at their own cost. NTPC shall not be held responsible to provide such facilities. Also, no reimbursement shall be applicable in this account.
29. Vendor and their employees shall not at any time cause or permit any nuisance or damage to properties on the site and township and/ or do anything which shall cause unnecessary disturbance or inconvenience to the patients, hospital, residents or anyone. Doing so, they shall be penalized on the discretion of the NTPC hospital and HR authorities.
30. Duty roster of the workers are very important and shall be provided by the vendor on the last working day of the month for the succeeding month in the office of the Medical Officer/in- charge. Rs. 100/- per day shall be deducted through R.A. Bill/s of the vendor against non- compliance.
31. Contractor must maintain the following records and provide to the CMO/ Medical Officer/ in-charge for verification of following records.
    - Attendance register
    - Employment card
    - Register of wages
    - Wage slip
    - Register of deductions for damage or loss
    - Register of fines
    - Comprehensive insurance of workmen
    - Employees' provident fund
    - PF challan
    - Register of workmen deployed
    - Insurance coverage
    - Any other records as per NTPC norms/ statutory requirement.
32. Defect Liability Period: **NIL**.
33. Amount linked to Safety Compliance: **2%**.
34. **Third party liability insurance:** Applicable**.**
35. **All other terms and conditions as per NTPC GCC for O&M works.**

Annexure-A

Advanced Life Support Ambulance Equipment (USFDA/ CE/ BIS Certified)			
Sl. No	**Name of Medical Equipment**	**Specification**	**Numbers**
1	**Ambulance Cot**	Roll-in self-collapsing ambulance cot with separable stretcher, the cot should have a separable stretcher with the main stretcher frame, which could be removed from trolley and used as a separate stretcher. The separable stretcher should also have sliding wheels and telescopic handles to use it as a separate stretcher and should also have easy locking/unlocking system to lock the separable stretcher into the trolley. The cot should have minimum four wheels with minimum two swivel types to allow cot to be handled and to slide into the ambulance easily without damaging the ambulance floor, one person should be able to load and unload the fully assembled cot it into an ambulance easily, should be lightweight and should be built with anodized aluminum/ stainless steel, swing-down/push up-down side rails to enable convenient patient transfer from bed to cot, adjustable backrest angle from 0 - 65 degree, at least three strap-type restraining devices (chest, hip, and knee) to prevent longitudinal or transverse dislodgment of the patient during transit, should be supplied with suitable accessories to fix the portable oxygen cylinder, one number of folding iv poles should be provided, locks on wheels/legs if required to ensure that the cot doesn't collapse while standing, minimum 50 mm thick high density foam mattress holstered with water proof and fire proof material, minimum dimensions, length: 190cm, width : 55 cm, loading capacity : minimum 150 kg, the device must be supplied with an integrated loading platform with minimum three point anchorage, the loading platform should have an integrated foldable flap to guide the stretcher in and out of the ambulance without any part of the stretcher (including the legs) striking any part of the ambulance body including the rear footstep, the loading platform should have integrated space in it to securely accommodate a full body length spine board (and a scoop stretcher if space permits) inside it for ergonomic storing. once the loading is completed the foldable flap of the loading platform should be lifted and remain firmly in position not getting inadvertently opened when the vehicle is in move. This should be supported with pneumatic lifter.	**1**
2	**Scoop Stretcher**	Should be light, safe and reliable, aluminum alloy with adjustable length, clutch design (lateralized/in center) so that the stretcher can be divided into left and right halves, easy to lock and unlock, 3 quick release buckle belts, dimensions: min. size LXWXH 168x43x7cm, net weight: <10 kgs, weight bearing: 150 kg minimum, to be supplied with a mountable & detachable, double head immobilizer.	**1**
3	**Spine Board**	High density polyethylene - single piece, rigid, light & floatable, resistant to bumps and corrosion, non-absorbent, immune to infiltrations, easy to clean- water and soap, x-ray and MRI compatible, load capacity: 150 kg minimum, LXWXH: approx. 184x45x5 cms, should have suitable whole body restrains	**1**

4	**Transfer Sheet**	Transfer sheet with a minimum of six handles, or equivalent	**2**
5	**Wheel Chair**	Should be light, safe and reliable, made of aluminum alloy with 4 wheels, folded size: approx. 93x51x16 cms, net weight: less than 10 kgs, pull through, telescoping long handles built in to lift patients & carry them through narrow passages, two handles on the top to facilitate the lifting of patients, working in harmony with telescoping handles, loading weight: 150 kg minimum.	**1**
6	**Bi-Phasic Defibrillator Cum Cardiac Monitor With recorder**	Wall mounted, transport defibrillator cum cardiac monitor with ambulance mount, lightweight, easy to use with both manual & aed capabilities, suitable for ambulance operation, with adult and pediatric external fixed paddles and patient cables, minimum 6.5 inches color LCD display, should be able to deliver shock from 2-200 joules through biphasic technology, should have charging time up to 200j in less than 6 seconds with a new fully charged battery, should have built in non-invasive pacing and spo2 monitoring, should have 12 lead interpretative ecg and synchronized cardio version, integrated multi parameter monitor with the following parameters:, nibp - adult and pediatric, spo2 - adult & pediatric, etco2 - heart rate, respiration rate (optional), 12 lead diagnostic ecg, ecg signal shall be via defibrillator paddles, disposable defibrillation electrodes or patient cables, should be able to print critical events via a built in printer, the ambulance wall mount should have built in charger with integrated dc charging module to directly charge the internal batteries of the device from the 12v ambulance batteries as soon as the device is placed on the bracket, should be easily transportable by hand or on a hospital bed/ambulance cot using the bed hook, all required leads, probes, accessories & manuals to be supplied along with, monitor, defibrillator cum pacer unit, protective foil for the display screen, 4 lead ecg cable (monitoring), 6 lead ecg cable (diagnostics), spo2 extension cable, 1m. min, spo2 sensor - universal adult & children finger sensor, nibp hose, 2.5m. min, nibp cuff, adult & pediatric, co2 sensor, co2 intermediate cable, co2 endotracheal tube adapter, defibrillation / pacing electrode with cable, adult - 1 no., printer paper, box of 10 rolls, min 20m. long, accessory bag for all the cables and accessories mentioned above, provision for future up-gradation to enable transmission of patient vitals via telemetry for remote monitoring	**1**
7	**Transport Ventilator**	Pneumatic transport ventilator with provision of wall mount, suitable for adults, children and infants up to 5 kg, modes of ventilation- cmv, peep, adjustable pressure limit to safely cope with all patients, high inflation pressure alarm. power source: compressed air/oxygen, equipment should be supplied complete with integrated carrying bracket for ambulance mounting as well as on ambulance cot, patient circuit, driving gas hose, peep valve and breathing valve. Transport ventilator kit should have airway pressure monitor, should have a disconnect/low pressure alarm. (visual and audible), the above kit should be supplied with all required brackets / mounts to ensure mounting in ambulance and on ambulance cot without hampering patient care in an acute scenario**.**	**1**
		Dial setting type without any floats, needles or moving parts to indicate the flow level, pressure compensated for inlet pressure range of 3 to 5 bar, be able to regulate the flow from 0 to 15 litres per min and should show the actual oxygen flow rate, installed vertically so as to not interfere with the other outlets and should be easily readable from the doctor/paramedic seat, the inlet probe should be fully adaptable to the terminal outlet in the ambulance as well as to the outlet adapter of the portable oxygen cylinder specified below in the list of medical equipment's, the outlet of the flow meter should be universal in design to accept the humidifier, the flow selector	

8	**Oxygen Flow Meter with Humidifier**	switch or a direct connector, should be calibrated for fixed flow settings and calibrated in multiple scale thereby allowing precision settings in low flow ranges as well, should allow the following minimum flow settings, 0 to 1 l range: 4 settings, 1 to 5 l range: 4 settings, 5 to 15 l range: 5 settings, should have a humidifier made up of an impact resistant polycarbonate bowl with cap and inlet outlet nipples, should include a flow selector switch to bypass the flow of the oxygen through the humidifier and allow nebulization to the patient directly using the flow of the oxygen, should be supplied with a direct connector to provide oxygen therapy without humidifier, insufflation kit and nasal prong.	**1**
9	**Suction Pump (Manual & Handheld)**	Portable & lightweight, vacuum (max): 550mmhg, non-disposable container - 500 ml connecting jar made out of polycarbonate with overfilling valve, operating environmental temperature: -20^{0}c to + 50^{0}c, maximum weight: 900 grams.	**1**
10	**Suction Pump (Electronic)**	Electronic suction device with ambulance mount, control knob for continuously adjustable vacuum level up to maximum level of 630 mm. hg starting from zero, suction capacity of minimum 30 liter per minutes, minimum 500ml capacity secretion bottles with efficient over-flow protected, ambulance wall mountable, rechargeable battery with minimum capacity of 60 minutes, the ambulance wall mount should have built in charger with integrated dc charging module to directly charge the internal batteries of the device from the 12v ambulance batteries as soon as the device is placed on the bracket, should be supplied with wide bore tubing, rigid pharyngeal curved suction tip; tonsillar and flexible suction catheters, 5f - 14f.	**1**
11	**Self-Inflatable Resuscitation Bags**	Hand operated, self-re-expanding bag (adult & infant sizes), with oxygen reservoir/accumulator, clear mask (adult, child, infant and neonate sizes); valve (clear, disposable, operatable in all weather conditions), to be supplied in proper carrying case.	**1 each**
12	**Mouth to Mask Ventilation Device**	Suitable for adult, child and infant/neonate.	**1 Each**
13	**Oxygen Cylinder (Portable) With Oxygen Pressure Reducer:**	Aluminum cylinder as per bis specifications, max. working pressure at 15o c: 150kgf/cm2, water capacity: min 1l, built in / attached with pressure gauge, regulator and cylinder wrench/key, pressure regulator with plug-in type outlet port capable to accommodate the probe of the driving gas hose of ventilator or the inlet probe of the oxygen flow meter directly in single action without any intermediate connectors or adapters etc.	**1**
14	**Oxygen Administration Equipment**	Adequate length tubing, mask (adult, child and infant sizes), transparent, non-rebreathing, venturi, and valve less, nasal cannulas (adult, child and infant sizes).	**1 each**

15	**Laryngoscope with Blades**	Standard laryngoscope, with mackintosh blade (1,2, 3 & 4), handle should have comfortable grip.	**1**
16	**Volumetric Infusion Pump**	Battery back-up, LCD / led programming display, data entry calculator style numeric programming keyboard, pole clamp multi-function mounting clamp, flow rate range (primary) 0.1 to 99.9 ml/hr. (0.1 ml increments) and 1 to 1000 ml/hr. (1ml increments.), volume to be infused 0.1 to 99.9 ml (o.1ml increments) and 1 to 9999 ml (1 ml increments), both flow rates and volume to be infused should be configured to limit the maximum allowable range, accuracy ±5%.	**1**
17	**UPS**	To Charge and provide power to the Equipment running on power.	**1**
18	**Syringe Infusion Pump**	Flow rate programmable from 0.1 to 200 ml/hr. or more in steps of 0.1 ml/hr. with user selectable flow set rate option, save last infusion rate even when the ac power is switched off, bolus rate should be programmable to 400 500 ml/hr. or more with infused volume display, reminder audio after every 0.5 ml delivered bolus, save last bolus rate even when the ac power is switched off, display of drug name with a provision of memorizing 10~15 names, keep vein open (kvo) must be available 1.0 ml/hr. or set rate if lower than 1.0 ml. user should have choice to disable kvo whenever desired, occlusion pressure trigger levels selectable from 300/500/900 mmHg, must work on commonly available ISI/CE/ FDA approved/certified 20, 50/60 ml syringes with accuracy of minimum of +/-2% or better, automatic detection of syringe size & proper fixing, must provide alarm for wrong loading of syringe such as flanges out of slot; disengaged plunger, unsecured barrel etc., anti-bolus system to reduce pressure on sudden release of occlusion, should have comprehensive alarm package including: occlusion limit exceed alarm, near end of infusion pre-alarm & alarm, volume limit pre- alarm & alarm, kvo rate flow, low battery pre- alarm and alarm, ac power failure, drive disengaged and preventive maintenance, rechargeable battery.	**1**
19	**Foetal Doppler (Handheld)**	Should be compact & portable device. easy to use, LCD display with backlight, so as to use in any illumination conditions, should have waterproof interchangeable probe facility high sensitivity, should have built in speaker & sound output interface & automatic power off, should provide real time FHR display & calculations, should provide battery status.	**1**
20	**Handheld Glucometer**	One unit with 100 units of disposable lancets/tips and glucose sticks, the brand provided should have supplies easily available across the state.	**1**
21	**Stethoscope**	Pediatric & adult, tunable diaphragm and a bell, high quality buffed stainless-steel snap tight ear tubes, poly vinyl chloride double lumen tubing 76 cms in length, soft sealing ear tips.	**1**

22	**BP Apparatus (Digital)**	One no., motion tolerant, self-inflating, ± 2 mm of hg systolic or diastolic, ac/dc, rechargeable in ambulance, supplied with regular/extra-large and pediatric size cuffs.	**1**
23	**Pupillary Torch**	One no. with spot illumination without peripheral ring of light.	**1**
24	**Needle & syringe destroyer and sharp dispenser**	To be placed at an appropriate location to allow easy disposal of needles, maximum weight 2.5 kgs, motion tolerant.	**1**
25	**Thermometer (Digital)**	Battery operated, with on and off audio alarm, measurable in Fahrenheit and centigrade, memory of the last reading.	**2**
26	**Pneumatic Splints**	Set of 6 adult sizes (hand & wrist, half arm, full arm, foot and ankle, half leg & full leg) with carrying case, x-ray through the splints, inflator tubes' extension with closing clamp makes closing easy and quick after inflation, fixing of splint is by zipper or belt, distal end left open to expose toes, should be washable and reusable, should be supplied with the appropriate pump required to inflate the splints.	**1 SET**
27	**Roller Splints**	The splint should be made from a thin core of alloy, sandwiched between two layers of closed-cell foam, should be extremely pliable, can be used for all the sizes –small, medium & large.	**2**
28	**Cervical Collars**	One no., rigid and should be suitable for children aged 2 years or older, infant and adults, should be adjustable to 4 different sizes - tall, regular, small & no neck, should have pre-molded chin support, locking clips and rear ventilation panel, enlarged trachea opening, should be high-density polyethylene and foam padding with one-piece design enabling efficient storage where space is limited, should be x-ray lucent and easy to clean and disinfect.	**1**
29	**Tongue Depressor**	To visualize mouth and to help in putting equipment's: 100 nos.	**1**

30	**First Aid Kit Bag**	An off the shelf resuscitation & first aid kit bag made of nylon/tougher material having space for emergency airway management and resuscitation including essentials drugs, equipment & a portable oxygen cylinder of with regulator, etc.	**1**
31	**Search Light (Not Torch Light)**	Portable with spot beam of around 500 meters, sealed lead acid/ni-cd battery operated, capacity of 60 minutes with full intensity, rechargeable, the search light should be securely installed at a suitable & easily accessible location in the ambulance with connection for continuous charging when not in use.	**1**
32	**Rescue Equipment**	Crowbar (min 48 inches, with pinch point) & a multipurpose tool such as Stanley fubar forcible entry tool/equivalent for vehicle extrication.	**1**
33	**Pulse Oximeter**	Lightweight, convenient handheld, with plethysmography, long battery life - up to 48 hours, around 24 hours of trending memory, microprocessor based non-fade memory monitor, for spot check or continuous monitoring, audible and visual alarms for high/lowsaturation, pulse rate, sensor off & low battery – alarms, saturation accuracy, perfusion:0.02% - 20%, resolution - saturation (%spo2): 1%, saturation: 70% to 100%, no motion:adults, paediatrics: ±2 digits, neonates: ±3 digits, in motion: adults, paediatrics: ±3 digits, neonates: ±3 digits, low perfusion, adults, paediatrics: ±2 digits, neonates: ±3 digits, range of display : 0 or 1% to 100%, pulse rate accuracy, pulse rate range : 25 - 240 bpm, pulse rate (bpm) resolution : 1 bpm, no motion: adults, paediatrics, neonates: ±3 digits, motion: adults, paediatrics, neonates: ±5 digits.	**1**
34	**Tongue Depressor:**	(US- FDA approved) to visualize mouth and to help in putting equipment's: 100 nos.	**1**
35	**Consumables**	Bed sheets, pillow and pillow covers, small and big towels, sanitiser and liquid soaps. (each)	**1**
36	**Others**	Any other consumable, if at all required, shall be provided by the bidder/contractor/Service provider at their own cost for smooth operation of ambulance and its equipment.	**-**

Annexure-B

List of Medicines to be available in First Aid Kit of each ALS Ambulance

S. No.	Name of items	No. of items
1	GLUCOSE 100GM	2
2	I V FLUID DEXTROSE 25% Bottle	5
3	I V FLUID NORMAL SALINE	10
4	I V FLUID RINGER RL	10
5	I V FLUID 5% GNS	5
6	INJ ADRENALINE 1ML	5
7	ASTHALIN-NEUBILIZING SOLUTION	5
8	INJ ATROPINE 1ML	20
9	INJ AVIL 2ML	5
10	BUDESONIDE-NEUBILIZING SOLUTION	5
11	INJ DISTILLED WATER 5ML	5
12	INJ DIZAZEPAM 2ML	5
13	INJ HYDROCORTISONE 100 MG	5
14	INJ LASIX 2ML	5
15	INJ PARACITAMOL 2ML	5
16	INJ RANTIDINE 2ML	5
17	INJ TRAMADOL 2ML	5
18	INJ TRANEXAMINIC ACID	5
19	INJ NEOSTIGMIN	5
20	INJ HAEMACCEL	5
21	INJ MANITOL	5
22	INJ SODABICARB 7.5%	5
23	INJ METACLOPROMIDE	5
24	INJ PHENYTOIN	5
25	INJ HYOSYMINE BROMIDE OR DICYCLOMINEHYDROCHLORIDE	5
26	INJ METHARGIN	5
27	ORS Powder sachets	10
28	SYP ANTACID ANAESTHETIC GEL Bottle	1
29	SYP PARACITAMOL 60ML	1
30	TAB ACTIVATED CHARCOAL Strip	1
31	TAB CLOPIDOGREL	1
32	TAB DISPRIN/ASPRIN	1
33	TAB PARACETAMOL	1

ANNEXURE C

LIST OF NON-MEDICAL AND OTHER ITEMS for ALS AMBULANCES:

S. No.	Name of Items	No. of Items
1	LIQUID MOSQUITO REFIL NOS	1 each
2	LIQUID MOSQUITO MACHINE	1 each
3	3 BIOHAZARD PLASTIC BAG (YELLOW)	10 each
4	BIO-HAZARD PLASTIC BAGS (RED)	10 each
5	CLEANING POWDER 0.500KG	1 each
6	CLEANING RUBBER WIPERS	1 each
7	7 DISINFECTANT 1 LTR	1 each
8	DOOR MATS	1 each
9	MOPING CLOTH	5 each
10	GLASS CLEANER 500ML	1 each
11	LIQUID HAND WASH	1 each
12	ODONIL PACKET	1 each
13	PHENYL 5LTR	1 each
14	POLYTHENE BAG (Blue & Black)	2 each
15	ROOM FRESHENERS	1 each
16	SPONGES	2 each
17	TEFLON TAPE	1 each
18	TISSUE PAPERS	1 each
19	YELLOW CLOTH	5 each

Other Items

S. No.	Name of the items	No. Of Items
1	BED SHEETS	1 each
2	PLASTIC BUCKETS	1 each
3	PLASTIC JAR MEDIUM 500ML	5 each
4	4 PLASTIC JAR SMALL 250ML	17 each
5	PLASTIC MUG	1 each
6	RAIN COAT	2 each
7	TRAY PLASTIC	2 each

ANNEXURE-D

List of Items Required in the Rescue Kit:

S. No.	Name the Items	No.
1	ALLEN KEY 14MM Nos	1
2	ALLEN KEY 5 MM	1
3	ALLEN KEY 6 MM	1
4	ALLEN KEY 8 MM	1
5	BOLT CUTTER WITH 1" TI 1 3/4" JAW OPENING	1
6	CROWBAR 51" PINCH POINT	1
7	FIRE BLANKET (RESCUE)	1
8	FIRE AXE WITH 24" HANDLE	1
9	FIRE EXTINGUISHER 5 KGS ABC TYPE	1
10	GUM BOOTS Pairs	1
11	HACKSAW WITH 12" CARBIDE WIRE BLADES] Nos	1
12	HAMMER 5 LB WITH 15" HANDLE	1
13	HAND GLOVES (GAUNTLETS) Pairs	1
14	LUMINOUS WARNING TORCH	1
15	MASTIC KNIFE	1
16	O.T GOGGLES	2
17	PLIERS PIPE GRIPS 10	1
18	18 PLIERS SIDE CUTTING 200 MM	1
19	PRUNING SAW	1
20	20 PUNCH CENTRE	1

ANNEXURE E

SELF DECLARATION & CHECKLIST

I on behalf of…… (name of the vendor) do agree & declare the following:

SL	DETAILS	REQUIREMENT	REMARKS
01	**Shall be deploying an AC Ambulance (24 X 7) with all required accessories as per Annex-A, B, C & D**	**a) WHOSE MAKE & MODEL ARE …… …… (STATE THE MAKE & MODEL like AC TATA WINGER etc.)** **b) Which is registered under …… (name of the vendor) & registration date is …… & actual run to date is……KM**	**The registration of Vehicle should not be earlier than 01/08/2026 & must be brand new and registered on the name of the vendor (agency).**
		c) have experience of similar work as per mentioned eligibility and shall be attaching proof of the same …… …… (type of proof like previous order, MOU, service agreement, registration of old ambulance etc.) d) shall be submitting and submit an undertaking on non-judicial stamp paper [Min. Rs. 100/- (Rupees One Hundred only] to this effect that after placement of order they will book the brand-new vehicle and will submit the booking receipt within 10 working days and will provide the new vehicle within 45 days from the date of placement of order by NTPC	**The proof of eligibility must be on the name of the vendor (agency)** **Undertaking shall be in the name of agency/vendor**
02	**Shall be deploying**	**3 Drivers per day**	**skilled job category**
03	**Shall be deploying**	**3 EMTs per day**	**skilled job category**
04	**Shall be deploying**	**3 Medical Attendants per day**	**Semi-skilled job category**
05	**Shall be having backup of all manpower as per various statutory regulations**	**a) …… (fill in extra number) Back up Drivers** **b) …… (fill in extra number) backup EMTs**	**For smooth running and statutory compliances**
06	**Shall be supplying all equipment & consumables**	**As PER Annex A, B ,C & D**	**Will abide all the terms & conditions**

Sign & seal:

BILL OF QUANTITY

Outsourcing of ALS Ambulance Services at TTPS Hospital, Talcher Thermal for 60 Months

BILL OF QUANTITY						
SL NO	DESCRIPTION	UNIT	RATE(inclusive of GST@0%)	QUANTITY	AMOUNT(inclusive of GST@0%)	
10.00						
10.10	Deploy. of ALS Ambulance with manpower as per SOW	MONTH	₹ 3,38,908.32	60	₹ 2,03,34,499.20	
GRAND TOTAL					₹ **2,03,34,499.20**	

Bidder has to quote the total package cost (incl. of GST) in GEM Price Bid for subject NIT as per Scope of Work for 60 months.
Bidder must check the total package cost wrto to the estimated amount before the Bid submission on GEM.
As the subject work pertains to deployment of Ambulance which comes under GST Exemption thus the GST % considered is NIL. However, Bidders are requested to indicate the applicable GST% in Attachment 09.

NTPC LIMITED

(A Government of India Enterprise)

Additional Terms and Conditions (ATC)

UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

Deployment of AC Type D Ambulance (Advanced Life Support- ALS Ambulance) with manpower at NTPC TTPS for a duration of 60 months

(Domestic Competitive Bidding)

Tender Ref: NTPC/USSC–CPG1/ 9900336426

GEM Bid : GEM/2026/B/ 8237660

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
    a. Section-I: Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
    b. Section-II: Instructions to Bidders (ITB)
    c. Section-III: General Conditions of Contract (GCC)
    d. Section-IV: Special Conditions of Contract (SCC)
    e. Section-V: Technical Specifications and Bid Drawings (Scope of Supply/Service)
    f. Section-VI: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)
    g. Section-VII: Forms and Procedures

2. **A complete set of documents as mentioned above are enclosed under "Any Other Documents As Per Specific Requirement of Buyer-1".**

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

4. Bidders are required to submit the documents as mentioned in the check list appended below while submitting their bid and submit the dully filled check list online on GeM portal.

    Formats of the documents required to be submitted as per this check list can be referred from "Section-VII: Forms and Procedures" enclosed under 'Instruction to Bidders' and '**"Any Other Documents As Per Specific Requirement of Buyer-1".**

5. Instructions for filling the Price Bid:
    a. The Bidder is required to quote Lumpsum Price {Including GST) in GeM Bid against NTPC estimated amount indicated on Section-VI BOQ.
    b. The Break-Up of applicable GST is required to be quoted in Attachment-9 as per the provisions of the bidding documents.
    c. Quantity Mentioned "1" in Gem Bid for each item represents Lumpsum-price {i.e. {(Quantity x Unit Rate) + Quoted GST} for individual line item.

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

7. Bidders are advised to mention their prices at the designated place on the GeM portal only as the same shall only be considered for evaluation and price content mentioned / uploaded along with any other documents in their bid shall not be considered in any case.

   Recently, IP address functionality introduced in GeM portal. The primary objective of this new feature is to identify collusion activities between sellers by capturing their IP addresses.

8. 'During the technical evaluation stage, in case of common IP address (either for Financial Bid IP Address or Technical Bid IP address or both IP address) of a seller with any other seller as popped up in a tender by GeM portal, all such bids shall be outrightly rejected.
9. Bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix A to Attachment-3A-1 (Undertaking from Statutory Auditor) and/ or Appendix B to Attachment-3A-1 (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.
10. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (https://ntpctender.ntpc.co.in/) under "Policy for Document Authentication Process in Tenders of NTPC Ltd" tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.
11. The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:
    http://nabcb.qci.org.in/inspection_body/
12. 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.

Bidder's Basic Information

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 Authorized person having Power of attorney)
Designation.....
Common Seal.....

Check List

Sl. No.	Document Required	Action required	Submitted Please tick (√)
1	**Attachment 1: Bid Security / EMD (as per ITB Clause No. 14.0)-**		
	(i) Bank Guarantee, strictly in the format provided in the tender document, Amount as per NIT, validity as per tender document. **Notes:** 1. Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive. 2. 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 'Section-VII: Forms and Procedures' of NTPC 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.	To be uploaded online and Original BG to be submitted physically	
	Or		
	(ii) MSE (UDYAM only) certificate towards exemption of Bid Security / EMD.	**To be uploaded online**	
2	Attachment 2: Authority to Sign the bid	**To be uploaded online**	
3	**Attachment 3: Bidder's Qualifications - Copies of Documentary evidence in support of the qualification criteria as per ITB Clause No. 5.4.**	**To be uploaded online duly filled in**	
	Undertaking duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR.	**To be uploaded online duly filled in**	
4	Attachment 5: Equipment/ Machinery deployment Schedule	To be uploaded online duly filled in	
5	Attachment 6: General Declaration of Bidder	To be declared through undertaking at Attachment 13	
6	Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form	To be uploaded online duly filled in and authenticated from the concerned bank	
7	Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	To be uploaded online duly filled in	

8	Attachment 9: Declaration Regarding GST	To be uploaded online duly filled in	
9	Attachment 10: Technical Compliance	To be uploaded online duly filled in	
10	Attachment 11: Declaration of Local Content	To be declared through undertaking at Attachment 13	
11	**Attachment 12: Integrity Pact (pre-signed by employer)**	To be accepted through undertaking at Attachment 13	
12	Attachment 12A: Details of Foreign Principals of Indian Bidders *[if applicable]*	To be uploaded online	
13	**Attachment 13: Undertaking for compliance of Important Conditions of Tender**	**To be uploaded online**	
14	**Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)**	**To be filled online on GeM portal only**	

Bidder's Sign & Stamp

ATTACHMENT – 3A-1

Bidder's Qualifications
(To be uploaded in Pre-Qual/Technical Cover/Envelope)
(Qualification Data)

Bidder's Name and Address:

To

Central Procurement Group-I

NTPC Ltd., Plot No. 87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhatt

isg
arh
-
492
018

Dear Sirs,

Bidder's Qualification Data regarding subject package as per Clause No. …….. of NIT.

In terms of Item No 5.1.1 of NIT, we confirm that

5.1.1 The bidder should have executed "deployment of at least one Ambulance on a 24x7 basis for any 'Organisation / Hospital / Medical Centre' for a continuous period of not less than one (1) year in a single contract" within the preceding seven (7) years prior to the date of Techno-Commercial bid opening.

5.1.2 The bidder should have executed the work(s) of "managing / providing / deployment" of Ambulance(s) within the preceding seven (7) years prior to the date of Techno-Commercial bid opening, in any of the following manner;

a. One(1) order having executed value not less than **Rs. 33 lakh**

OR

b. Two (2) orders having executed value not less than **Rs. 20 lakh** each.

OR

c. Three (3) orders having executed value not less than **Rs. 16 lakh** each.

Details of which are as follows: -

SN	Description	Contract1
1	Client detail	
	1. Plant and site Name for which the work was done:	
	2. Client name:	
	3. Address:	
	4. Contact Person	
	5. Phone	
	6. Fax:	
	7. E-mail address	
2	Contract Number & Date of award	
3	Order Value in INR lakhs	INR .....Lakh
4	Executed Value in INR Lakh	

SN	Description	Contract1
		INR .....Lakh
5	Whether Contract include work(s) as mentioned in technical QR criteria	Yes* / No*
6	Date of successful completion of work	DD/MM/YYYY
7	Whether Documentary evidence/customer certificate in support of above data enclosed duly verified by TPIA/ISA?	Yes* / No*
8	Details of documentary evidence enclosed	

*Please Strike off which is not applicable.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid:

Date :
(Designation).....

Place :
(Printed Name).....

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/Contract Agreement/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.

ATTACHMENT - 3A-2

(Details pertaining to Financial Qualification of the bidder as per Item No. …….. of NIT)

(A) We confirm that our average annual turnover during the preceding three (3) financial years as on the date of Techno-Commercial bid opening is not less than 41 Lakh (Rupees forty-one lakh only) or in equivalent foreign currency. In support of above, we are enclosing audited financial statements, and the details are as under:

S No	Financial Year	Amount in Bidder's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2025– 2026**			
2	2024 – 2025			
3	2023 – 2024			
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#		**Yes*/No***	

* Bidder to strike off whichever is not applicable.

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).

** If audited Financial statement for FY 2025-2026 is not available please submit the APPENDIX-C To Attachment 3A2 inline with clause 5.2.4 of NIT.

(B) Since we do not satisfy the average annual turnover criteria of …….. of NIT on our own, we give below the following details of our Holding Company in terms of NIT Clause no …….. who meet the stipulated turnover requirements and whose Net worth as on the last day of the preceding financial years is at least equal to or more than the paid up share capital of the Holding Company.

1. Name and Address of the Holding Company: .....

2. Annual Turnover of the Holding Company with following details:

S No	Financial Year	Amount in Holding Company's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2024– 2025			
2	2023 – 2024			
3	2022 – 2023			
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 of Holding Company for the last 3 financial years#		**Yes*/No***	

*** Please Strike off whichever is not applicable.**

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).

(Details pertaining to Financial Qualification of the Bidder as per Item No……. & …… of the NIT)

Bidder's Name and Address:

To
Contract Services

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% (hundred percent) 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 Annual Reports/Audited financial statements for the last 3 financial years* in support of above is enclosed at Annexure..... to this Attachment	
5.	Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:	
	(a) Copies of unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.	
	(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment.	

* In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be

considered acceptable.
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).

(B) Since we do not satisfy the Financial Criteria on our Own, we give below the following details of our **Holding Company and/or our subsidiary(ies) and/or subsidiaries of our Holding Company**:

1. Name and Address of the Group Companies:
    1. .....
    2. .....
    3. .....

Sl. No	Description	As on last day of the
2.	Paid-up Share Capital of Group Companies	
	Y1	.....
	Y2	.....
	Y3	.....
3.	Net Worth of the Group Companies	
	X1	.....
	X2	.....
	X3	.....
4.	%age of Net worth to Paid-up Share Capital of the Group Companies	
	X1/Y1 x100	
	X2/Y2 x100	.....
	X3/Y3 x100	.....
		.....
		.....
5.	Net worth (Combined)	.....
	(X1+X2+X3)/(Y1+Y2+Y3) X 100	

Sl. No	Description	As on last day of the
6.	Audited financial statements of Group Companies for the preceding financial year in support of above is enclosed at Annexure ..... to this Attachment.	YES/NO
	In case not enclosed, financial results certified by a practicing chartered accountant enclosed	YES/NO Enclosed at Annexure
7.	In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2016-2017 also enclosed.	YES/NO Enclosed at Annexure
	Further, a Certificate from the CEO/CFO of the Company stating that "the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available", is enclosed Annexure …… as per the format at Appendix-C to this Attachment.	YES/NO

We further confirm that Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its Collaborators / Associates / Subsidiaries / Group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

(i) Net worth means the sum total of the paid up share capital and free reserve. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

(ii) Other income shall not be considered for arriving at annual turnover.

APPENDIX-A TO ATTACHMENT – 3A-1

Undertaking from Independent Statutory Auditor
(On **letter head digitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor -Applicable only in case of Company)

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

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,

Seal & Signature:……
Name of Auditor:……..
Firm Name:……...
UDIN No.: ……

** Strike off, whichever is not applicable*

APPENDIX-B TO ATTACHMENT - 3A-1

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

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.
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, ……

Seal & Signature: ……
Name: ……

** Strike off, whichever is not applicable*

APPENDIX-A
TO ATTACHMENT - 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN ACCORDANCE WITH ITEM NO. …… OF NIT
(To be submitted by Bidder along with the Bid)

Ref. : Date:

To

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

Dear Sir,

1.0 I, M/s..... (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).....

(Name & Designation) .....

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

(Seal of Holding Company) .....

Note: *Please Strike off whichever is not applicable.

APPENDIX-B
TO ATTACHMENT - 3A2

PROFORMA OF LETTER OF UNDERTAKING

(TO BE STAMPED AS PER INDIAN STAMP ACT)

[To be executed by the Holding Company of Bidder Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Item No. …… of NIT)

Ref. : Date:

To

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

Dear Sir,

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 NIT.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of Contract for 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 NTPC.

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

Yours faithfully,

(Signature of Authorized Signatory)

on behalf of the Holding Company)

(Name & Designation) .....

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

(Seal of Holding Company) .....

Witness:

(1) .....

(2) .....

APPENDIX-C
To Attachment 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE WITH ITEM NO. …… OF NIT

(To be submitted 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 "Deployment of Excavator, Backhoe loader, Tipper truck & work force for Wagon Tippler Hopper grill cleaning and Biomass pellet unloading for 24 Months at NTPC Solapur " 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) .....

Note: *Strike off whichever is not applicable.

NTPC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

UNIFIED SHARED SERVICE CENTRE, CPG-1, RAIPUR

CONTRACT & MATERIAL DEPTT

Section-I

NOTICE INVITING TENDER (NIT)

FOR

Deployment of AC Type D Ambulance (Advanced Life Support- ALS Ambulance) with manpower at NTPC TTPS for a duration of 60 months

(Domestic Competitive Bidding)

Tender Ref: NTPC/USSC–CPG1/ 9900336426

GEM Bid : GEM/2026/B/ 8237660

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

2.0 **BRIEF SCOPE OF WORK**

Deployment of AC (AIR CONDITIONED) Advance Life Support (ALS) Ambulance Type D as per AIS 125 of National Ambulance Code of ARAI (Automotive Research Association of India) Brand New, of Make & Model 2026, Force traveller/ Tata Winger , Manufacturer Fabricated, BS6 (Bharat Stage 6) compliant, 3-way siren & light, mike and operating system along with Equipment as per the list mentioned in Annexures A,B,C,D, Consumables, Fuel, and Manpower i.e. Drivers, Emergency Medical Technicians (EMTs) and Medical Attendants to attend to sick and serious patients as per direction of the CMO/medical officer in-charge or authorized executive of the projects/stations. Details as per Scope of Work.

NTPC intends to finance subject Package through Internal Resources.

3.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for examination and Sale at our eProcurement Portal (https://gem.gov.in/) and as per the following schedule:

Form of Contract/Tender Category	**Services***
Source of IFB/NIT	**Central Procurement Group – 1, Raipur**
Mode of Tendering	**Custom Bid Service on GeM Portal**
NIT Date	**As per details at GeM Portal**
Document sale Commencement Date	
Last date for receipt of queries from bidders (if any)	
Last Date & time for Bid submission	
Technical Bid Opening Date & Time	
Price bid Opening Date & time	Shall be intimated separately.

	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.**
Bid Security / EMD	Rs. 2,00,000/- (Rupees Two Lakh only) (to be submitted in form of BG/ISB in the NTPC format only)
Benefit to MSME	Applicable. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. The Bidder shall submit a valid Udyam Registration Certificate in order to be eligible for benefits under the Micro and Small Enterprises (MSE) policy. The Bidder is further required to declare and apply for such MSE benefits at the designated section of the Government e-Marketplace (GeM) Portal at the time of bid submission. Failure to provide the requisite Udyam Certificate or to apply for MSE benefits on the GeM Portal shall render the Bidder ineligible for such benefits, and the Bidder shall bear all associated risks and consequences arising therefrom. Any issues resulting from not availing the MSE Benefit option on the GeM Portal shall be solely the bidder's responsibility; NTPC shall bear no responsibility in this regard.
Contract Period	**60 Months**
Pre-Bid Conference Date & Time (if any)	**Not Applicable**
Reverse Auction	**Not Applicable**
Integrity Pact	**Not Applicable**
Estimated Cost	**INR 20,3,34,499.20 (inclusive of GST@0%)**

"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".

Corrigendum (if any) shall be available on GeM Portal only.

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 on Gem Portal. Only Techno-Commercial proposals will be opened on the date and time mentioned on Gem Portal.

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

4.0 All bids must be accompanied by Bid Security for an amount (as mentioned at Clause 3.0 above). Integrity Pact shall be accepted by the bidder through 'Undertaking for Compliance of Important Conditions of tender by bidder' i.e. Attachment-13 (if applicable).

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.

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.

The submitted e-BGs will be verified over the NESL Portal by NTPC. In case the e-BG is not available on the portal or cannot be successfully verified for any reason, the corresponding EMD shall be rejected.

5.0 **QUALIFYING REQUIREMENTS FOR BIDDERS.**

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

5.1.0 Technical Criteria:

5.1.1 The bidder should have executed "deployment of at least one Ambulance on a 24x7 basis for any 'Organisation / Hospital / Medical Centre' for a continuous period of not less than one (1) year in a single contract" within the preceding seven (7) years prior to the date of Techno-Commercial bid opening.

5.1.2 The bidder should have executed the work(s) of "managing / providing / deployment" of Ambulance(s) within the preceding seven (7) years prior to the date of Techno-Commercial bid opening, in any of the following manner;

a. One(1) order having executed value not less than **Rs. 33 lakh**

OR

b. Two (2) orders having executed value not less than **Rs. 20 lakh** each.

OR

c. Three (3) orders having executed value not less than **Rs. 16 lakh** each.

Notes for Technical Criteria:

Notes for Clause 5.0 above:

1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.

2. In case of orders under execution, the value of work executed prior to the date of

Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.

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

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

5. For arriving at the executed value of work specified above, cost of fuel charges would not be considered, if reimbursable in the reference contract.

6. Multiple orders placed against single "rate contract / Agreement / MoU" shall be treated as one work for the above purpose.

5.2. Financial criteria:

5.2.1 The Average Annual Turnover (AATO) of the Bidder on standalone basis, in the preceding three (03) financial years as on the date of Techno-Commercial bid opening should not be less than Rs. 41 Lakh (Rupees forty-one lakh only).

5.2.2 In case the Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award. In case a bid is submitted by a Joint venture/consortium, all the partners of Joint Venture/ Consortium shall be collectively required to meet the turnover criteria.

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

a) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.

b) A certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the Holding Company.

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

Notes for 5.2.0 above:

1. Net Worth:
a. In case of a **Company**, "**Net Worth**" means the sum total of the paid-up share capital and free reserves. "Free reserves" means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

b. In case of sole proprietorship/partnership, "Net Worth" means the aggregate of the balances in the Capital Account and the Current Account, where the Current Account is maintained to record regular transactions such as drawings, share of profit, interest on capital and other owner / partner related adjustments. The aggregate of balances should be positive.

2. Annual turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder and other income shall not be considered for arriving at annual turnover. While working out annual turnover of a bidder for the purpose of QR during bid evaluation, Taxes & Duties separately indicated (if any), in the Profit & Loss account shall not be considered.

3. For annual Turnover indicated in foreign currency, exchange rate as on seven (7) days prior to the Techno-Commercial bid opening shall be used.

4. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act 2013, as amended from time to time.

5. If a bidder is not required to get its accounts audited under section 44AB of the Income Tax Act, 1961, the financial statements duly certified by a practicing Chartered Accountant shall be considered acceptable along with a certificate from chartered Accountant that bidder is not liable for audit under section 44AB.

6. In case a bidder meets the technical QR but could not furnish his / their audited financial statement of last three financial years for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, within a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:

a. If such bidder furnishes audited financial statements for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by 1.5.

7. If such bidder furnishes audited financial statements for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by 2.5.

Note for clauses 1.0. & 2.0:
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.

6.0 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).

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

The physical or any mode of assessment/verifications by Employer shall include but not be limited to the assessment/verifications of office/ facilities/ banker's/ submitted reference works in lieu of credentials. A negative determination of such assessment of credentials/capacity/capabilities may result in rejection of the bid.

8.0 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). 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".

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

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

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

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

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

12.0 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 if eligible for award:

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

Note: No Hard Copy of bidding documents shall be issued.

13.0 **Address for communication:**

SM/AGM (CPG-I/C&M)
NTPC Limited, Unified Shared Service Centre,
Central Procurement Group-I,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101
Tel. No.: 0771-2515537/0771-2515402
Email: ilaanand@ntpc.co.in / amittiwari@ntpc.co.in

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

14.0 **Registered Office**

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

NTPC LIMITED

(A Government of India Enterprise)

SECTION – II

INSTRUCTION TO BIDDERS (ITB) FOR O&M WORKS

INSTRUCTIONS TO BIDDERS (ITB)
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INSTRUCTIONS TO BIDDERS (ITB)	
PART A - GENERAL	
1.0	**PART A - GENERAL**
1.1	NTPC Limited, (hereinafter called "NTPC" or "Employer"), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
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; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
2.0	**SOURCE OF FUNDS**
	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. f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following: i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and ii) Indian/foreign agent on behalf of only one principal.

	For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner. **Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.**
3.2	Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following condition through undertaking as per Attachment-13: **"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**
	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)/Tender Enquiry/Notice Inviting Tender (NIT)**. **II. Instructions to Bidders (ITB)** **III. General Conditions of Contract (GCC)** **IV. Special Conditions of Contract (SCC)** **V. Technical Specifications and Bid Drawings (Scope of Supply/Service)** **VI. Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)** **VII. 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	**Qualifying Requirements, if applicable**
	The qualifying requirements for the tender are specified in the NIT/Tender enquiry.
5.4	**Documents in support of meeting Qualifying Requirements**
	Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender. Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. Orders/Purchase Orders/Letter of Awards/Contract Agreement pertain to the work executed by Bidder for NTPC or Subsidiary / JV companies of

	NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid. 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 A to Attachment-3A-1 (Undertaking from Statutory Auditor) and/ or Appendix B to Attachment-3A-1 (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 at NTPC tender website (https://ntpctender.ntpc.co.in/) under "Policy for Document Authentication Process in Tenders of NTPC Ltd" tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification. The following website may be referred for contact details and accreditation validity of above mentioned TPIAs: http://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.

	Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following condition through undertaking as per Attachment-13: "Do you certify full compliance to all provisions of Bidding Document?" Acceptance of above condition shall be considered as bidder's confirmation to the followings: 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. ***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.
5.5	**Bid Drawings**
	The Bidder is requested to refer the Technical Specifications for the provisions in this regard.
6.0	**CLARIFICATION OF BIDDING DOCUMENTS**
	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)**
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**
	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 amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of 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
10.2	The units of measurement shall be metric system of measures, unless otherwise specified elsewhere
11.0	**DOCUMENTS COMPRISING THE BID**
11.1	The bid submitted by the Bidder shall interalia comprise of the following documents: a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 11.3 below. b) Schedules of Quantities duly completed.
11.2	Bidding procedure shall be as specified in the NIT/SCC.
11.3	Each Bidder shall submit with his bid the following attachments.
11.3.1	**TECHNO-COMMERCIAL BID**
	(a) **Attachment 1: Earnest Money Deposit** *(If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded on the portal)* Earnest Money Deposit shall be furnished in accordance with ITB Clause 14.0 in a separate sealed envelope. Bid not accompanied by the requisite Earnest Money Deposit in a separate sealed envelope, or bid accompanied by Earnest Money Deposit of insufficient value, shall not be entertained and in such case, the bid shall not be opened and rejected pursuant to ITB Sub-Clause 14.4. *(b)* **Attachment 2: Authority to Sign the bid** *(To be uploaded on the portal)* The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause No.13. i) In case of Sole Proprietorship Concern/Partnership Firm,

	Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First-Class Magistrate. ii) In case of Private Limited Companies, Copy of 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 duly notarized. iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR 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) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. (c) **Attachment 3**: Bidder's Qualifications (To be uploaded on the portal) Documentary evidence establishing that the Bidder meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid: **(A) Legal Status of the Company** **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) 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 Companies concerned, if any. 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. **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. **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. **5. In case of Consortium/ Joint Venture bid** i) The information listed in Qualifying Requirements in NIT/IFB/Tender Enquiry 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) An authorisation authorising the leader to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture or Consortium and the entire execution of the Contract including payment to be done exclusively with the leader; 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); vi) 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 or a notarised copy. vii) A copy of the Partnership Deed/Memorandum & Articles of Association/Certificate of incorporation as the case may be of the prime bidder and all the Partners of Joint Venture / Consortium shall also be enclosed. **(B) Financial Status** In support of meeting the Financial criteria specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished with the bid:

1. Audited financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant.
2. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.

(C) Proof of Execution of Works

In support of meeting the work execution requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the following documents shall be furnished with the bid

i) Copies of the Letter of Award/Purchase orders/Contracts.

ii) Certificate(s) from the Client(s) for successful execution of the assignment with value and period of execution.

(D) Other requirements specified in the Qualifying Requirements

In support of meeting the other requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents specified in the SCC shall be furnished with the bid.

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 - 4. - See Sub-Clause (d) below.

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 the bidding documents.

(d) **Attachment 4: 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.

	(e) **Attachment 5**: **Equipment/ Machinery deployment Schedule** (As applicable) (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. (f) **Attachment 6: 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. (g) **Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form** (To be given offline in physical form and copy to be uploaded on the portal) Authorisation Form for release of payments through Electronic Fund Transfer System. (h) **Attachment 8: Details of PF, ESI, PAN and GSTIN Regn**. (To be uploaded on the portal) The details of registration for PF, ESI, PAN and GSTIN to be furnished. In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer. (i) **Attachment 9: 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 9 of Forms & Procedures (Section VII) and specify the GST applicable. However, levies, royalty, fees etc., if any, shall be included in the price. (j) **Attachment 10: Technical Compliance** (To be uploaded on the portal) The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications and Bid Drawings (Section V) **(k) Attachment 11: Declaration of Local Content** Declaration regarding local content as per the Employer's format, for granting of purchase preference. In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder

		against value/percentage of local content, then the bidder shall not be considered as a local supplier and "shall not be eligible for any purchase preference"/ **"its bid shall be considered non-responsive and shall be outrightly 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. ****Applicable unless otherwise mentioned in SCC.** **(l) Attachment 12: 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 through undertaking as per Attachment-13. (m) **Attachment 12A: Details of Foreign Principals of Indian Bidders (To be uploaded on the portal)** The Bidder shall furnish information with regard to disclosure of the details of its foreign principals or associates (if applicable). **(n) Attachment 13: 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-13 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. **(o) Attachment no: 14: Declaration regarding insolvency, bankruptcy and Liquidation** 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-14 of Techno-commercial bid form, Section-VII – Forms and procedures) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its Techno- Commercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.

	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. ***Note: Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, the same shall be treated as null and void. Only the price content / Total value indicated in the requisite field / area provided in the tender will be considered for evaluation.***
11.3.2	**PRICE BID**
	The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties) on lumpsum basis on GeM portal. The premium (%) or Discount (%) shall be derived considering total quoted amount excluding GST (as declared by bidder) w.r.t. estimated amount provided by NTPC. The derived premium (%) or Discount (%) shall be uniformly applied on all the BOQ items as mentioned in the Schedule of Quantities (BOQ.xls). Bidder has to mandatorily quote GST (%) as applicable seven (7) days prior to last date of Bid Submission in the Attachment-9.
11.4	Filling the information in the Attachment-9 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 attachment 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. In case the bidder does not provide applicable GST (%), the quoted price shall be considered as inclusive of GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, for award purpose.
11.5	**A conditional Price Bid shall run the risk of rejection.**

11.6	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.
12.0	**BID PRICES AND PRICE BASIS**
12.1	Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Quantities (BOQ).
12.2	The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.
12.3	Bidders are advised to price their bids in such a manner that the component for ‘Amount linked to Safety Aspects/ compliance to Safety Rules’ should not be less than minimum% of the total value for works portion of Contract specified in SCC. The successful bidder if awarded the contract shall take sufficient care in moving the plants equipments and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and underground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.
12.4	The rates/amount quoted shall be inclusive of GST and all other taxes & duties as per GCC clause 22.0.
12.5	The Contractor shall be responsible for payment of any tax levied on the 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any. The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening. ***In case RCM is applicable on any service same shall be specified in Attachment 9 of Forms & Procedures (Section VII).***
12.6	The bidder shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities. The estimated value of Owner Issue Materials, if any, to be considered for working out GST liability, if applicable, as indicated in SCC. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid. In case of any variation between the pre-determined value and actual value of Owner Issue Material during the execution of the contract, an equitable adjustment shall be made to the applicable GST amount. In case GST is applicable on free issue material, the Bidder must indicate the same in Attachment 9 of Forms & Procedures (Section VII). In case the same has not been specified by the Bidder in Attachment 9 of Forms

	& Procedures (Section VII), GST paid by Employer shall be to Bidder's account. GST component will be deposited with the concerned authorities by the Employer.
12.7	In case 'Amount linked to Safety Aspects / compliance to Safety Rules' is less than aforesaid minimum percentage specified of the total value for works portion of Contract (i.e. Amount of works/services other than the amount linked to safety Aspects/Compliance to safety rules), 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.
13.0	**BID VALIDITY**
13.1	The Bidder shall keep his bid valid for a period of 120 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.
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 Earnest Money Deposit 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 be in the form of a bank guarantee or an Insurance Surety Bond from an insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) in a separate sealed envelope for the amount and currency as stipulated in the *NOTICE INVITING TENDER (NIT)*. 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.~~ ~~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 or in a separate sealed envelope, 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 (Section-VII). 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 and shall not be opened. 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).
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 SCC. 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 online portal ~~/ 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 and not opened.** 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 SCC 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.
PART D - SUBMISSION OF BID	
16.0	**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.
16.1	Documents to be submitted in physical form (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner: **(i)** The Earnest Money Deposit (in case paid in modes other than on-line payment) furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: EARNEST MONEY DEPOSIT". **(ii)** The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2: 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) as per ATTACHMENT-12 duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "ATTACHMENT- 11: INTEGRITY PACT". The envelopes shall then be sealed in an outer envelope.
16.2	The inner and outer envelopes shall: (a) be addressed to the Employer at the address given in the NIT/Tender Enquiry/SCC, and (b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry, pursuant to ITB clause 16.
16.3	The inner envelopes shall also indicate the name and address of the Bidder.
16.4	If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for its misplacement.
17.0	**BID SUBMISSION** Bidders are requested to submit offer / proposal as under: **(A) TECHNO-COMMERCIAL BID** **i) OFF-LINE BID (PHYSICAL BID)** **Envelope marked as 'EMD/Bid Security'** (a) Bid Form 1: EMD form (b) Attachment 1: Earnest Money Deposit, (c) Attachment 7: Electronic Fund Transfer (EFT) Form (d) Attachment 12: Integrity Pact (if applicable) Any other document asked for in the SCC. **ii) ON - LINE BID** **Upload the following documents under Technical Cover/Envelope (as applicable)** a) Attachment 1: Earnest Money Deposit (scanned copy). b) Attachment 2: Authority to sign the bid (scanned copy). c) Attachment 3: Bidders Qualification Documents ~~d) Attachment 4: Sub-contractor proposed by Bidder.~~ e) Attachment 5: Equipment/Machinery Deployment Schedule f) Attachment 6: General Declaration g) Attachment 7: Electronic Fund Transfer (EFT) Form h) Attachment 8: Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.

	i) Attachment 9: Declaration Regarding GST. j) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc. k) Attachment 11: Declaration of Local Content l) Attachment 12: Integrity Pact m) Attachment 12A: Details of Foreign Principals of Indian Bidders n) Attachment 13: Undertaking for Compliance of Important Conditions of Tender Any other document asked for in the SCC/Technical specifications also to be uploaded in Technical Cover/Envelope. **(B) PRICE BID** The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties) on lumpsum basis on GeM portal.
18.0	**DEADLINE FOR SUBMISSION OF BID**
18.1	Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry or mentioned on GeM portal.
18.2	The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 above, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
19.0	**LATE EARNEST MONEY DEPOSIT AND INTEGRITY PACT**
	Any Bid Security/EMD and/or Integrity Pact bid 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 BID**
20.1	Bidders are requested to submit the bids on-line on GeM Portal.
20.2	**Bid Modification and withdrawal:** The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission.
20.3	No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in clause 13.0 of ITB. Withdrawal / modified of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Sub-Clause 14.8(a).

PART E - BID OPENING AND EVALUATION

21.0	**BID OPENING**
	The bids will be opened at the time, date and location notified in the NIT/SCC of Tender Enquiry.
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 and that if necessary, the Employer will obtain clarifications from the Bidder in writing. 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 Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. 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 Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.
23.0	**EVALUATION AND COMPARISON OF BIDS**
23.1	**BID EVALUATION**
23.1.1	The Employer will initially determine whether each 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.
23.1.2	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.
23.1.3	Further, for order preference, MSE guidelines mentioned in ITB Clause 31.0 read conjunction with ITB Clause 32.0 "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to SCC, shall be applicable as in mentioned in Special Conditions of Contracts (SCC).
23.1.4	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 as per Attachment-13: **"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 a sufficient ground for immediate termination of the contract as per GCC Clause titled 'Termination for Contractor's Default' and shall be dealt accordingly.
23.2	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 price quoted by the successful bidder 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.
23.5	**Post-Qualification**
23.5.1	The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.
23.5.2	The determination will take into account the Bidder's capabilities, based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the Attachments – 3 and 4 as well as such other information as the Employer deems necessary and appropriate. The Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
23.5.3	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
23.5.4	The capabilities of the vendors and subcontractors, proposed in Attachment - 4, to be used by the lowest evaluated Bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. 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, prior to award.

PART F - AWARD OF CONTRACT

24.0	**AWARD CRITERIA**
	Subject to ITB Clause 25.0, 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 as per methodology read in conjunction with ITB Clause 32.0 "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB. **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/GeM PO 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.
26.3	Prior to the expiration of the bid validity prescribed by the Employer, the Employer can issue a Brief Letter of Award (LOA) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of award shall constitute the formation of the Contract.
27.0	**SIGNING OF CONTRACT AGREEMENT**
27.1	The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.
27.2	**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 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. iv) 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 Submission & 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. v) Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide to the Employer with at least three (3) true copies of Contract Agreement within twenty-eight (28) days of its signing. The Contractor will also provide one (1) electronic version of the Contract Agreement to the Employer within thirty (30) days of its signing.
28.0	**INELIGIBILITY FOR FUTURE TENDERS**
28.1	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 retendering of the package 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.
28.2	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.

28.3	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 bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.
29.0	**ADHERENCE TO FRAUD PREVENTION POLICY**
	The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website http://www.ntpctender.ntpc.co.in. The Bidder/Contractor shall immediately apprise the Employer 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 by accepting the undertaking condition "Do you certify full compliance to all provisions of Bidding Document" at Attachment-13. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.
30.0	**DECLARATION ON DEBARMENT FROM BUSINESS DEALINGS POLICY**
	The employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in SCC. Business dealings may be withheld or banned with the Bidder/Contractor on account of ~~any default by the contractor under GCC clause 47.3.1 or~~ any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings. Declaration on Policy for Debarment from Business Dealings is to be given by accepting the undertaking condition "**Do you certify full compliance to all provisions of Bidding Document**" at Attachment-13.
31.0	**BENEFITS TO MSEs**
	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. 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 a 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. Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows: a) Award shall be given to L1 bidder if L1 bidder is a MSE. b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. Note: 1. Generally, in tenders having Item wise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Special Conditions of Contract for specific tender provisions. 2. “In case MSE Benefit/ Purchase Preferences for MSE and/or Class-I local supplier is applicable as per the provisions specified in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted - the Negotiation shall be carried out with L1 Bidder.

	Further, eligible MSE and/or Class-I local supplier as per the provisions specified in the Bidding documents with respect to MSE Benefit/ Purchase Preferences shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation)."
32.0	**Preference to Make in India and granting of purchase preference to local suppliers** Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to SCC) For order preference, MSE guidelines mentioned above in 31.0 read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to SCC, shall be applicable. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. Bids which do not meet the Minimum Local Content as mentioned in SCC for the offered Item(s)/Service(s)/Work(s) shall be considered non-responsive and shall be outrightly rejected. ** ****Applicable unless otherwise mentioned in SCC**. **Note**: Please refer Special Conditions of Contract of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.
33.0	**Restrictions on procurement from a Bidder of a country which shares a land border with India**
33.1	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 Annexure-I to General Conditions of Contract (GCC). 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 Annexure-I to General Conditions of Contract (GCC). 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.
33.2	"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.
33.3	"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.
33.4	"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 33.1 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
33.5	The beneficial owner for the purpose of 33.4 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.
33.6	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.0	**Corrupt or Fraudulent Practices**
34.1	Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement/tendering and execution of the contracts. In pursuance of this policy, Employer: 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 noncompetitive 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.
35.0	**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 through undertaking as per Attachment-13: “Do you certify full compliance to all provisions of Bidding Document?” Acceptance of above General Technical Evaluation (GTE) condition of the Tender 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.
36.0	**Integrity Pact:**
	Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer. Bidders shall certify their compliance on "Integrity Pact " by accepting the following condition through undertaking as per Attachment-13: **“Do you certify full compliance to all provisions of Bidding Document?”** On Bidder’s acceptance to the above GTE condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been presigned by the Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid, acceptance of above GTE condition by bidder shall mean that all the JV Partner(s)/ Consortium members have read, understood and unconditionally accepted & committed to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been presigned by the Employer and enclosed with the Bidding Documents. On Acceptance of the above GTE condition, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid. 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.
37.0	**Independent External Monitors (IEMs):**
	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/ . 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. 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/ : "The IEMs' Secretariat, Contracts Services, 6th Floor, EOC, NTPC Limited, A-8A, Sector-24, Noida-201301 (UP)."
38	**Attachment no: 14 : Declaration regarding insolvency, bankruptcy and Liquidation** 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-14 of Techno-commercial bid form, Section-VII – Forms and procedures) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its Techno- Commercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.

	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.
39.	**ADHERENCE TO NTPC SAFETY RULES**
	The Bidder/Contractor along with its associate/ collaborator/ sub-contractors/ sub-vendors/ consultants/ service providers shall follow NTPC Safety Rules as issued from time to time with respect to safety in construction & erection, which is displayed on its website https://ntpctender.ntpc.co.in/. It is also envisaged that the Contractor will have a documented Safety Policy of his own in line with the NTPC Safety Rules, which shall be reviewed and incorporated in the Contract.
	REVERSE AUCTION CRITERIA (Refer SCC)
	All the bidders qualified for participation in the Reverse Auction shall be communicated about the Date, Time, Start Price and Decrement Value.
	The Start Price may be possibly
	The lowest landed value of package/contract, which is inclusive of GST & other charges
	OR
	The value decided / arrived by NTPC Ltd (which is inclusive of GST & other charges unless otherwise Specified in the bid).
	Auction shall be held for One hour, with a provision of extension of auction at the end of One hour as specified in the auction and the same will be extended automatically based on bidders' participation.
	After conclusion of Reverse Auction, the lowest bid received shall be considered for award.
	Lowest bidder has to furnish price break-up within 2 working days, failing which NTPC shall arrive at the breakup and process for awarding the contract.
	These lowest prices have to be kept valid for award for a period of 60 days from the date of receipt of price break up by NTPC or the validity date as per the original bid, whichever is later.

	Bidders to note that the post auction unit rates should not be more than earlier offered unit rates for any item. Break up to be given accordingly. The prices once offered during Reverse Auction cannot be increased. In case the bidder does not agree to the prices already offered during the Reverse Auction, the provisions of bid documents shall be applicable.
	Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details.

NTPC LIMITED

(A Government of India Enterprise)

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC) FOR O&M WORKS

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GENERAL CONDITIONS OF CONTRACT

A	**Contract and Interpretation**
1.	**Definitions** (a) "Employer" / "Owner" / "Corporation" means the NTPC Limited, New Delhi, having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 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/Bill 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 alongwith its appendices. (ii) Letter of Award/Service Purchase Order alongwith its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents. (iv) Special Conditions of Contract. (v) Technical Specifications & Bid drawings & Field Quality Assurance plan (vi) General Conditions of Contract. (vii) The Bid and Bill of Quantities submitted by the Contractor. (viii) Instructions to Bidders. (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, successors, and 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 Bill of Quantity (BOQ) by the item rates for the various items and summating them to arrive at the total price.

(iii) In case of percentage rate contracts, the estimated value of the contracts as mentioned in the tender adjusted by the contractor's percentage.

(l) Engineer-in-Charge/Officer-in- Charge" shall mean the person nominated 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 brough to Site by Contractor and incorporated in the Works and for use of plant and equipment for the Work executed.

(n) "Bill Of Quantity" shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.

(o) The "Site" means the working Project/Station/Region or any other place where the Works is to be executed under the Contract.

(p) "Temporary/ Enabling Works" means all temporary works of every kindrequired 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 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 toeach other.

(u) "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.

(u1) The beneficial owner for the purpose of clause "U" 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;

	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. (u2) An Agent 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.]
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	Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
4.2	The order of precedence of documents shall be as under: i. The Contract Agreement alongwith its appendices ii. Letter of Award alongwith its appendices` iii. Special Conditions of Contract. iv. Technical Specifications & Bid drawings & Field Quality Assurance plan v. General Conditions of Contract. vi. The Bid and Schedule of Quantities// Bill of Quantities submitted Contractor. vii. instructions to bidders. An amendment issued after execution of contract agreement shall take precedent over the formal contract and all other contract documents.

4.2	Any error in description, quantity or rate in Bill of Quantity (BOQ) 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	The Contractor or his 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 himself.
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.	**Contractors Representative**
(i)	Within seven (7) days of the issuance of Service Purchase Order/Letter of Award the Contractor shall nominate the Contractor's Representative and shall request the Employer in writing to approve the person so nominated. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. lf the Employer objects to the appointment giving the reason therefor, then the Contractor shall appoint a replacement within seven (7) days of such objection.
(ii)	The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer - in-charge all the Contractor's notices, instructions, information and all other communications under the Contract.
(iii)	All notices, instructions, information and all other communications given by the Employer or the Engineer-on-charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in his absence, its deputy, except as herein otherwise provided.
(iv)	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. lf 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 6 (i).
(v)	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.
(vi)	Any act or exercise by any person of powers, functions and authorities so delegated to him or her shall be deemed to be an act or exercise by the Contractor's Representative.
7.	**Laws governing the Contract** 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 SCC.
8.	**Settlement of Disputes**
8.1	***Mutual Consultation*** *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.* *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.* *Without admitting the Employer's liability, the Employer may obtain, within 30 days of such 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 be construed as or imply acceptance of the claim or liability or completeness of the details set forth in such request or reference. The Employer may hold discussions with Contractor with an effort to resolve the dispute.* *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 receipt 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.* *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. *The parties shall not rely on or treat as evidence in Independent Engineer/ Mediation/ Conciliation/ and in any way Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation 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 mutual consultation proceedings;* *c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.*
8.2	****Resolution of Dispute through Independent Engineer (IE) (Applicable only for corporate packages of Hydro Projects and EPC/ Main Plant/ SG/ STG/ BoP Packages of thermal projects)*** *If the parties fail to resolve the dispute or difference by mutual consultation within the period specified at Cl. 8.1 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 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 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.*
8.3	****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. 8.1 and 8.2 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, —*

	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 Mediation proceedings.* *c. proposals made by the Mediator; and* d. *the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.*
8.4	***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. 8.1, 8.2 and 8.3 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.*~~
8.4.1	***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. 8.1, 8.2 and 8.3 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).*
8.4.1.1	***Invitation for Conciliation through ESC:***
8.4.1.1.1	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. 8.1, 8.2 and 8.3 above. Such

<table>
<tr><td></td><td>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.</td></tr>
<tr><td>8.4.1.1.2</td><td>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.</td></tr>
<tr><td>8.4.1.1.3</td><td>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.</td></tr>
<tr><td>8.4.1.2</td><td>Conciliation through ESC:</td></tr>
<tr><td>8.4.1.2.1</td><td>Where Invitation for Conciliation has been furnished under GCC sub clause 8.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/ Chairman of Employer.</td></tr>
<tr><td>8.4.1.2.2</td><td>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.</td></tr>
<tr><td>8.4.1.2.3</td><td>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.</td></tr>
<tr><td>8.4.1.3</td><td>Proceedings before ESC:</td></tr>
<tr><td>8.4.1.3.1</td><td>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.</td></tr>
<tr><td>8.4.1.3.2</td><td>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><td>Sl. No.</td><td>Description of Claims/ Counter claims</td><td>Amount (in foreign currency/INR)</td><td>Relevant Contract Clause</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
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<table>
<tr><td></td><td>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.</td></tr>
<tr><td>8.4.1.3.3</td><td>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.</td></tr>
<tr><td>8.4.1.3.4</td><td>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.</td></tr>
<tr><td>8.4.1.3.5</td><td>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.</td></tr>
<tr><td>8.4.1.3.6</td><td>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.</td></tr>
<tr><td>8.4.1.4</td><td>Fees & Facilities to the Members of the ESC</td></tr>
<tr><td></td><td>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>
<tr><td colspan="3">Facilities to be provided to the out-stationed member</td></tr>
</table>
</td></tr>
</table>

	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.

8.4.1.5

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.

8.4.1.6

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.
8.4.2	***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}*** *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. 8.1, 8.2, 8.3 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.*
8.4.2.1	***Invitation for Conciliation through CCIE:***
8.4.2.1.1	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. 8.1, 8.2 and 8.3 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.
8.4.2.1.2	*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.*
8.4.2.2	**Conciliation Committee of Independent Experts:**
8.4.2.2.1	Where Invitation for Conciliation has been consented to under GCC sub clause 8.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.
8.4.2.2.2	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.
8.4.2.2.3	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.
8.4.2.3	***Proceedings before CCIE:***
8.4.2.3.1	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.
8.4.2.3.2	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.
8.4.2.3.3	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.
8.4.2.3.4	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.
8.4.2.3.5	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.
8.4.2.3.6	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.
8.4.2.4	**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. 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. 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.
8.4.2.5	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.
8.4.2.6	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) 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.
8.5	**Arbitration**
8.5.1	**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 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. 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 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 n:.en.tion ed 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.
8.5.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 8.5.1, shall be finally settled by arbitration.
8.5.3	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. 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: 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) Arbitrator 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. 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 arbitral tribunal 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) 40% of the fees if the Pleadings are complete. (ii) 60% of the fees if the Hearing has commenced. (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed. g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator: (i) 40 % of the fees on Completion of Pleadings. (ii) 40% of the fees on Conclusion of the Final Hearing. (iii) 20% at the time when arbitrator notifies the date of final award. 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) The Arbitration shall be held at Delhi only. j) The arbitral tribunal shall give reasoned and speaking award in prompt manner and it shall be final and binding on the parties. **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.
8.5.4	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. 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 8.1 and 8.2 above.

8.6	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**
9.	**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.
10	**Notice to Local Bodies**
10.1	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 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.
10.2	The Contractor shall pay and indemnify the Employer against any liability in respectof 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.
11	**Human Resources**
11.1	The Contractor for the purpose of the Contract shall engage / employ adequate number of key personnel in all areas such as operation, maintenance, repair, testing, inspection, 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.
11.2	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.
11.3	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.
11.4	**Labour laws and Regulations and compliance thereof**
11.4.1	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 date set for opening of the bids, published by the State or Central Government or Local Authorities. **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; 2. Contract Labour (Regulation & Abolition) Act, 1970; 3. EPF & MP Act, 1952; 4. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996; 5. ESl Act, 1948; 6. Minimum Wages Act, 1948; 7. Payment of Wages Act, 1936; 8. Payment of Bonus Act, 1965; 9. Payment of Gratuity Act, 1972; 10. Workmen's Compensation Act, 1923;

	11. ID Act, 1947; 12. Maternity Benefit Act, 1961; 13. Inter- State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979; 14. Fatal Accidents Act, 1855 15. Model Welfare Code 16. The Building And Other Construction Workers' Welfare Cess Act , 1996 17. The Carriage by Road Act, 2007. 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 we ll 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. 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.
11.4.2	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.
11.4.3	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 date set for opening of 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.
11.4.4	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.
11.4.5	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.

11.4.6	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.
11.4.7	The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge.
11.4.8	The contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer- in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable to Employees State Insurance. However, 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.
11.4.9	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.
11.4.10	**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 availablefor 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.

12	**Shift Work**
12.1	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 for complying with all applicable laws in this regard.
12.2	No additional payment will be made on account of round the clock working in multiple shifts.
12.3	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.
13.	**Cooperation with other Contractors/ Agencies**
13.1	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.
13.2	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.
14	**Security Watch and Lighting** 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.
15	**Prevention of Pollution** 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.
16	**Training of Apprentices** 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.

17	**Handing over of Site**
17.1	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.
17.2	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.
17.3	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 25.6.
17.4	The portion of the Site to be occupied by the Con tractor 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.
17.5	The Contractor shall plan his work as per space available. The Contractor shall make his own arrangement for movement of men, machinery, other equipment etc. required for carrying out the Works included under this Contract.
17.6	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.
17.7	The Contractor shall be permitted the usage of facilities like staircase, lifts etc. of the Employer for the purposes of the Contract. lf any damage is done to the facilities 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.
18	**Duties and Powers of Engineer-in- Charge and his representatives**
18.1	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.
18.2	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.
18.3	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.
18.4	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.
18.5	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**
19	**Security Deposit**
19.1.1	The Contractor shall provide a Security Deposit in the amount equivalent to 10% (ten percent) of the contract value. The Security Deposit shall be held by the Employer as security for the due performance of the Contractor's obligations under the Contract.
19.1.2	The Bid security/Earnest money deposit furnished by the Contractor will be treated as part of the security deposit. However, if the earnest money deposit is in the form of a bank guarantee, the Contractor will be required to replace it with initial security deposit of equivalent value in one of the forms given here-in-after, within 30 days of issue of Letter of Award/Service Purchase Order. This shall be subject to adjustment while deducting security deposit from the first on account payment. Further, the Employer at the time of making payment deduct security deposit at the rate of 10 per cent of gross amount of each on account payment until the security deposit so deducted reaches the values mentioned above. The deductions for the retention of money (ies) will be stopped after the security deposit limit of 10% (ten percent) of the Total Contract Value is reached, unless otherwise required in terms of clause 19.1.3. The earnest money furnished by the Contractor shall be returned / refunded to him after receipt of the aforesaid bank guarantee and after verification of aforesaid bank guarantee from the issuing bank.
19.1.3	The Contractor may, at any time and from time to time, during the course of or after completion of the work, with the permission of the Employer, substitute his cash security deposit, including retention money(ies) deducted from his bills and lying with the Employer, by Bank Guarantee(s) in the prescribed

	proforma from a Bank acceptable to the Employer and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 lakh (Rupees One lakh only). lf at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the Contractor has in the opinion of the Employer (which shall be final and binding on the Contractor), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender, the Contractor shall be bound to pay further Security Deposit as will make up the total Security Deposit to 10%(ten percent) of the then anticipated Contract Value in any of the forms mentioned above failing which the Employer shall be at liberty to make such deductions towards Security Deposit from the Contractor's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 10% (ten percent) of the gross value of the work, as reflected by the gross payments made to the Contractor, without taking into account any deductions. lf the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the Contractor on demand from the Employer, failing which, it will be recovered from any money(ies) due to the Contractor from the Employer under this contract or any other contract with the Corporation.
19.1.4	The Contractor, if he so desires, can also furnish a full Security Deposit of 10% (ten percent) of the Total Contract Value towards faithful performance of the Contract, in one or more of the following modes: a) By Demand draft/Pay Order/Bankers Cheque drawn in favour of "NTPC Ltd." payable at place mentioned in SCC (Cheques shall not be accepted) or any other mode specified in SCC. b) lf the Earnest Money Deposit has been made by Demand Draft, the Contractor may be permitted to adjust the same towards part of the lnitial Security Deposit and pay the balance in the manner stipulated at (a) above. c) By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Bank in lndia acceptable to the Employer, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000/- (Rupees One Lakh only). The format of the said bank guarantee shall be in accordance with the format included in the Section Vll (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 Security Deposit shall be extended by the period of extension of completion of defects liability. d) Any other mode specified in the SCC/ITB.
19.1.5	lf after completion of the work, the Total Contract Value falls below the Total Contract Value as indicated in the Letter of Award/Service Purchase

	Order/Acceptance of tender, such that the total Security Deposit in the hands of the Employer is in excess of the Total Security Deposit calculated at 10% (ten percent) of the reduced contract value, such excess amount, as is in the form of cash in the hands of the Employer, shall be refunded to the Contractor along with the Final Bill. If the Security Deposit furnished by the Contractor to the Employer in the form of Bank Guarantees, the Contractor shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover th e reduced value of Security Deposit, at the time of final bill.
19.1.6	The Contractor shall from time to time at the request of the Employer suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit or Security Deposit) for such period(s) as may from time to time be required by the Employer failing which, without prejudice to any other right or remedy available to the Employer, the Employer shall be entitled to encash the Bank Guarantee.
19.2	The Engineer- in-Charge shall release/refund one half (50%) of the Security deposit refundable to the Contractor on completion of work. The Contractor shall along with his request submit the following: (i) Work completion certificate in terms of GCC clause 43 (ii) Reconciliation of free issue material, if any. (iii) Reconciliation of Statutory requirements of PF, ESI etc. as applicable, (iv) Submission of "Certificate Regarding Labour Payments and Statutory Requirements" The Contractor shall have to provide any other declaration forms required to be submitted. The Engineer-in-Charge shall release the balance security deposit on expiry of the Defect 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. The Contractor shall have to provide necessary declaration forms. However, in case of Contracts not having defect liability period, the Engineer-in-Charge shall release the security deposit refundable to the Contractor along-with Final bill payment on fulfilment of conditions mentioned at S. No. (i)-(iv) above (wherever required) provided he is satisfied that there is no demand outstanding against the Contractor, arising out of the Contract.
19.3	No interest shall be payable to the Contractor against the Security Deposit furnished/recovered by way of deductions from running account payments from the Contractor, by the Employer.
20	**Payment on Account/Progressive Interim Payments** Unless otherwise specified in the SCC, payment to the Contractor shall be

	released as per the provisions made herein below.
20.1	Bills for progressive payments shall be submitted by the Contractor on monthly basis on or before the date fixed by the Engineer- in-Charge for the Work executed during the preceding period. The Engineer- in-Charge shall then arrange to have the bill verified for payment. The Contractors is to submit all related documents with the bill to EIC as applicable like PF deposit receipt, ESI deposit receipt, Labour payment receipts, insurance Cover (as per provisions given elsewhere in the GCC). However, for the first RA bill PF and ESI deposit receipt copy shall not be insisted upon.
20.2	The progressive payment shall be released after certification by Employer's Field Quality Assurance Department (as applicable), 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.
20.3	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.
20.4	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.

20.4.1	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).
20.4.2	The Employer has established a Vendor Payment Portal where Contractor shall submit their digital Bill/Invoice and may track its status. The Contractor's bill, supported with measurements, as mentioned in clause 20.1 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-II to SCC and can be accessed through the following link: **https://pradip.ntpc.co.in/VendorFinal/Login.jsp**.
20.5	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.
20.6	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.
20.7	**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 belinked to various Safety Aspects specified in Safety Rules of NTPC.

	NOTES:
	Amount linked to Safety Aspects/ Compliance to Safety Rules' specified in Price Schedule **Y= ---------- X 100** **Total amount for Service 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% of the total works portion (i.e. Amount of works/services other than the amount linked to safety Aspects/Compliance to safety rules) of RA Bill.
III	This aforesaid amount at para 20.7 (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 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 month 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 I.B)**
	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 20.7.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 unde**r:**
	a) 50% of the amount referred at 20.7.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 20.7.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 20.7.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 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 20.7.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 20.7.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 20.7.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'. 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.
IV	In case 'Amount linked to Safety Aspects / compliance to Safety Rules' is less than % of the total Contract value as specified in SCC, 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.
20.8	Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs) Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers. The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL. Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.

	For queries/ details, the vendor may directly contact M1xchange or RXIL at:- (i) M1XCHANGE:- URL: https:\\m1xchange.com Toll free No.: 1800-103-7261 (ii) RXIL:- URL: https:\\www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311" Note : The aforesaid provision may not be applicable for payments envisaged through "Letter of Credit (LC)" or "Escrow Account" or "A separate account with a Scheduled Bank at Site"
21.	**Contract Price**
	The Contract price shall remain FIRM throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
22.	**GST, Taxes, Duties, Levies etc.**
22.1	"Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Supplier of Services ie Contractor.
22.2	Except as otherwise specifically provided in the Contract, the Contractor shall be liable and responsible for the payment of all GST and any other 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.
22.3	The Contractor shall be responsible for payment of any tax levied on the 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any. The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening. However, the Contract Price shall be inclusive of any Seigniorage Fee or Royalties 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 within seven (7) days prior to the date of bid opening. The rate of GST and all other taxes & duties applicable shall be quoted under relevant heading in the MS Excel Bill of Quantity and in case RCM is applicable on any supplies same shall be specified in Attachment 9 of Forms & Procedures (Section Vll).
22.4	Where Employer as a service receiver is liable to pay GST under Reverse

	Charge Mechanism (RCM) GST applicable shall be paid by Employer. In case of services covered under Reverse Charge Mechanism, for evaluation the bid of contractor shall be cost compensated as per the GST rate applicable as per GST Law. Bidder must indicate the value of supplies covered under RCM in his bid in Attachment 9 of Forms & Procedures (Section Vll). In case RCM is applicable on any Supply and the Supply with value has not been specified by the Bidder in Attachment 9 of Forms & Procedures (Section Vll), RCM paid by Employer shall be to Bidders account. In case GST is applicable on free issue material, the Bidder must indicate the same in Attachment 9 of Forms & Procedures (Section Vll). In case the same has not been specified by the Bidder in Attachment 9 of Forms & Procedures (Section Vll), GST paid by Employer shall be to Bidder's account. GST component will be deposited with the concerned authorities by the Employer.
22.5	In case of bids received from unregistered dealers, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law. Bidder who does not indicate their GST number in the bid in Attachment 8 shall be considered as unregistered dealer. GST component will be deposited with the concerned authorities by the Employer**.**
22.6	Contractor shall obtain a registration certificate as a dealer under the GST Law, if applicable, 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 prior to raising of invoice/bill of supply under GST. The Contractor shall be required to submit the GSTlN, if applicable and PAN details to the Engineer-in-Charge before the submission of the first bill/ invoice under the Contract.
22.7	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/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
22.8	Employer shall deduct GST at source at the applicable rates in case transactions under the Contract are liable to GST deduction at source.
22.9	Unless expressly stated otherwise, a common mechanism for reconciliation of

	input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Contract, penalty / damages shall be recovered in case the Contractor makes a default in following the agreed procedure.
22.10	The Contractor shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.
22.11	Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
22.12	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 bid opening 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. In case of any variation in the rate of existing taxes & duties, an equitable amount shall be payable to/recoverable from the Contractor to fully take into account any such change on production of satisfactory documentary evidence. In case of variation in the rate of Seigniorage Fee or royalties during the period of contract, an equitable amount shall be payable to/recoverable from the Contractor, upon the submission of satisfactory documentary evidence.
22.13	The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above, would be restricted only to direct transactions between the Employer and the Contractor.
22.14	The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
22.15	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.
22.16	Contractor should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
23	**Overpayments and Underpayments**
23.1	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.
23.2	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.
22.3	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.
23.4	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.
23.5	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.
24	**Time Limit for submission & payment of Final Bill and waiver of rights of all claims**
24.1	The final bill shall be submitted by the Contract or within one (1) month 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 two (2) months of receipt of the same.
24.2	**MODE OF PAYMENT**
24.2.1	Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the EFT Form by the Contractor duly certified by the Bank alongwith cancelled cheque. The Contractor shall hold the Employer harmless and Employer shall not be liable for direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in bank details provided to the Employer in the prescribed form without intimation to Employer duly acknowledged.

24.2.2	If the payment due to the Contractor is made by the Employer by crossed account payee cheque, the same shall be forwarded to the address given in the Service Purchase Order/Contract Agreement.
D)	**Execution of Facilities**
25	**Work Commencement, Execution & Delays, Time extension, Liquidated Damage (LD)**
25.1	**Commencement of Works**
	The execution of the Works shall commence from the date of award unless specified otherwise in the Contract.
25.2	**Time for completion**
	The entire scope of Work covered under this Contract shall be completed within the time stated in SCC or within such extended time granted to the Contractor by the Employer under the provisions of GCC Sub-Clause 25.4. The time allowed for execution of the Works as specified in the SCC or the extended time in accordance with these Conditions shall be the essence of the Contract.
25.3	**Work Progress**
25.3.1	Unless already incorporated in the Letter of Award/Service Purchase Order, 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.
25.3.2	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.
25.3.3	**Progress Review Meetings**
	The Contractor shall attend all periodic progress review meetings organized by the Engineer-in-Charge or his authorized representative. The deliberations in the meetings shall interalia include the scheduled program, progress of work achieved (including details of manpower, tools and plants deployed by the Contractor vis - a-vis agreed Work Schedule), inputs to be provided by Employer, delays, if any and recovery programme, specific hindrances to the Work and work instructions by Engineer-in-Charge. The minutes of such meetings shall be recorded in a register. These recordings shall be jointly signed by the Engineer -in-Charge or his authorized representatives and the Contractor and a copy of the signed records shall be handed over to the Contractor.

25.4	**Extension of Time for Completion**
25.4.1	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 45.5, 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 46.1 (ii) and 46.1 (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 Contactor.
25.4.2	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(s) or circumstance(s) justifying such extension as soon as reasonably practicable, but no later than fourteen (14) 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 thirty (30) days of the date of receipt of such request by the Engineer-in-Charge.
25.4.3	The Contractor shall at all times use his reasonable efforts to minimise any delay in the performance of his obligations under the Contract.
25.4.4	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.
25.5	**Liquidated Damages for Delay**
25.5.1	If the Contractor fails to complete the Work on or before the scheduled or extended date of completion as per GCC Sub- Clauses 25.2 and 25.4, 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@ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5 % of the Contract Value.

	In case of amendment in the contract value the limiting value of the Liquidated damages shall be 5% of the amended Contract Value. The amount of Compensation may be adjusted or set- off against any sum payable to the Contractor under this or any other contract with the Corporation.
25.5.2	The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Sub- Clause 25.4 with or without Liquidated Damages and determining the compensation amount pursuant to GCC Sub-Clause 25.5. 1. The joint recordings in the periodic meeting register, 2. Written notices issued by the Employer and/or the Engineer -in-Charge or his authorized representative to the Contractor in the relevant period. 3. Written requests/ notices by the Contractor to Employer / Engineer- in-Charge in the relevant period.
25.6	**Delays by Employer or his Authorised Representative**
25.6.1	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.
25.6.2	lf such delays by the Employer have resulted in any increase in the cost to the Contractor, the Contractor shall be eligible to claim dem onstrable 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.
26.	**Sub Contracts**
26.1	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.
	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. 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 fifteen (15) days of furnishing of credentials by the Contractor.
26.2	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 fourteen (14) days of the date of such selection.
26.3	The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority. The Competent Authority for the purpose of registration shall be as mentioned in the Annexure-I to GCC. 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.
26.4	For the purpose of Integrity Pact, “Sub-contractor” shall mean only the approved Subcontractor 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 26.1, unless such subcontractor 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 subcontractor. 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 Subcontractor. This Tripartite Integrity Pact shall also form part of the Contract.
27.	**Setting out the Works**
	The Engineer- in-Charge shall supply Scope of work, technical requirements,

	dimensional 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. The Contractor shall protect and preserve all benchmarks used in setting out the Works till date of submission of final bill under the Contract, unless the Engineer- in-Charge directs otherwise.
28	**Methodology of Execution & Equipment Mobilisation**
28.1	Methodology of execution and the work plan adopted by Contractor shall match the methodology/requirements specified in Technical Specifications.
28.2	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
28.3	The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) and crane required for execution of the Work, except as otherwise specified in SCC at rates and on terms specified therein
28.4	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
28.4.1	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.
28.4.2	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.
28.4.3	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 Con tractor 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.
28.4.4	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.
28.5.1	**T&P owned by Corporation**
	The hire charges shall be as per NTPC guidelines and are to be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Corporation'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 Corporation) 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 Corporation's T&P (including employment of chowkidars) during the period Corporation'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 Contract or 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 Corporation.
28.5.2	**T&P hired by the Corporation**
	The hourly hiring rate for T&P hired by the Corporation 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.
28.6	The Corporation 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 Corporation's T&P/T&P hired by the Corporation was not to the Contractor's expectation.
28.7	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.
28.8	The Corporation 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 Corporation. On termination of the hire by the Corporation, the Contractor shall return the T&P at the place of issue unless otherwise directed by the Engineer - in- Charge.
29.	**Patent Indemnity**
29.1	The Contractor shall indemnify and hold harmless the Employ er 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 a s 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.
29.2	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 s hall 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.
30.	**Materials for the performance of the Contract**
a)	Materials to be provided by the Contractor 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. 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. I f 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 orwithin such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. lf 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, hemay 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. All charges on account of GST, other taxes and levies on materials obtained for the Works from any source (excluding materials issued by the Employer) shall be borne by the Employer except Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals
(b)	**Materials to be issued by the Employer:**
(i)	**Materials to be issued by the Employer free of cost**
	The Employer, if so stipulated in SCC, may issue material 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.
(c)	**General**
	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, 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. 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 do 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.
31	**Quality Assurance Programme**
31.1	Sampling, testing and quality assurance requirements shall be as given in Technical Specifications & Scope of Work.
31.2	All costs associated with testing of materials required as per Technical Specifications & Scope of Work shall be deemed to be included in Contract rates/prices in the Bill of Quantity (BOQ).
32.	**Inspection and Approval**
32.1	All Works 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.
32.2	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 . The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work 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. 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.

32.3	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.
32.4	The Contractor shall uncover any part of the Works and/or ma ke 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.
32.5	The additional & specific inspection and approval requirements in respect of the Works are detailed further in the Technical Specifications**.**
33.	**Records and Measurement**
33.1	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.
33.2	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.
33.3	Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative.
33.4	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.
33.5	The Contractor shall, without extra charge, provide assistance with ever y appliance, labour etc. necessary for taking measurements.
33.6	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.
33.7	Based on the above measurements, NTPC shall enter the same in SAP. A printout of the SAP records shall be taken for Running bill(s) and Final Bill and jointly signed by Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative for the purpose of performance, payment and records.
34.	**Methods of Measurement**

34.1	Measurement of Contract items of Work shall be taken in accordance with method of Measurement stipulated in the Technical Specifications/ Bill of Quantities (BOQ). 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.
34.2	In case no method of measurement is stipulated in Technical Specifications/ Bill of Quantity (BOQ)/ 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.
35.	**Temporary / Enabling Works**
35.1	Temporary / Enabling Works as specified in the Technical Specifications or as directed by the Engineer-in-charge for the proper execution of the Works shall be carried out by the Contractor. These Works shall be executed by the Contractor at his own cost.
35.2	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 Bill of Quantities (BOQ) shall be deemed to include the cost of Enabling Works.
35.3	The Contractor shall make his own arrangement for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.
36.	**Urgent Works**
	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.
37	**Power & Water Supply and boarding and lodging of employees/ labour / staff**
37.1.1	The Contractor shall advise the Engineer- in- Charge, within seven (7) days from the date of acceptance of the Letter of Award/Service Purchase Order, about his exact requirement of space for his office, storage area, preassembly and fabrication areas 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 Su b- Contractor's use. The Employer does not guarantee uninterrupted power supply.
37.1.2	The Contractor shall have to make arrangements for boarding and lodging of his employees/labour/staff at his own cost. NTPC shall NOT be providing any facility for the stay of employees/labour/staff. He shall not be entitled to any payment on account of the expenditure incurred for boarding and lodging of employees/labour/staff. However, NTPC may provide any facility if available on

	fully chargeable basis.
37.2	**Supply of Unfiltered Water for construction/maintenance/repair work only**
37.2.1	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 pipe lines, 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 pipe lines, pumps, etc. No charges will be levied on the Contractor for the water drawn by him for the purpose of the construction/maintenance/repair work.
37.2.2	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.
37.2.3	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.
37.2.4	It will be the responsibility of the Contractor to adequately treat the water at his cost before use for the intended purpose.
37.2.5	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.
38	**Site testing equipments and facilities**
38.1	As part of the Contract, the Contractor shall provide and maintain testing equipments and facilities for testing of materials and work executed under the direction and general supervision of the Engineer- in- Charge. The testing equipments should establish meeting of requirements detailed in the Technical specifications and scope of work and should have valid calibration certificate.
38.2	All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equip ment in good working condition for the duration of the Contract.
38.3	The Contractor shall provide approved qualified personnel to operate and maintain the testing equipments and facilities for testing of materials and work executed 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.
38.4	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.
39.	**Completion Certificate**

39.1	As soon as the Work is completed, the Contractor shall give notice of such completion to the Engineer- in-Charge and within fourteen (14) 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 fails 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 con note the quality or time of performance of the Work. In case of Period Contracts/ Maintenance Contract(s), the Contractor shall give notice of such completion to the Engineer- in-Charge seven (7) days prior to the day of completion. On 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/ services, if any, for which payment shall be made at reduced rates before the expiry of contract period.
39.2	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.
39.3	In case of such taking over of possession by Engineer -in Charge of the said item or group of items, the following shall govern:
39.3.1	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 39.1 above provided the Contractor fulfils his obligations under that Condition for the relevant part.
39.3.2	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.
39.3.3	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.
39.3.4	For the purposes of ascertaining liquidated damages for delay under GCC Sub - Clause 25.5 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 25.2 and actual date of completion as certified by the Engineer - in- Charge under this Clause.
E.	**Defects Liability**
40.	**Liability for Damage, Defects or Imperfections and Rectification thereof**
	If the Contractor or his workmen or employees shall damage 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
41.	**Defects Liability Period**
	Unless otherwise specified in the Technical Specifications and Scope of Work/ 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.
F.	**Risk Distribution**
42.	**Employer's and Contractor's Risks and Insurance**
42.1	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.

42.2	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.
42.3	**Employer's Risks**
42.3.1	**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.
42.3.2	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.
42.3.3	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.

42.4	**Contractor's Risks**
42.4.1	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 at sub-clause 42.3.1, will be the liability of the Contractor, except as otherwise provided in the Contract.
42.4.2	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.
42.4.3	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.
42.5	**Insurance**
42.5.1	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 his property and personnel, to any third-party property and third person by or arising out of carrying out of the Contract, except due to reasons of 'Excepted Risks'.
42.5.2	Towards this end, the Contractor shall arrange adequate insurance coverages, in the joint names of the Employer and the Contractor and/or Sub-contractor, from the date of commencement of the Work to the end of the Defects Liability Period, to the nature and content, amounts and deductibles as further elaborated and detailed in the SCC for the following events which interalia will include the following: (i) loss of or damage to the Contractor's T&P; (ii) loss of or damage to the property other than Works including those of third parties; and (iii) Injury or death of personnel belonging to the Contractor or any other party.
42.5.3	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.
42.5.4	The Contractor shall necessarily take Workmen Compensation Policy and Third Party Liability Policy. The third party liability policy shall be for value specified in

	the Technical Specifications & Scope of Work/SCC.
42.5.5	The Policies and certificate for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer- in-Charge's approval before the date of commencement of the Works.
42.5.6	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.
42.5.7	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.
42.5.8	The Contractor shall ensure that wherever applicable, his Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel, vehicles, T&P and property other than Works including those of third parties 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.
42.5.9	It shall be the responsibility of the Contractor to take the insurance cover for all his liabilities. However, if the circumstances warrant, 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. The Contractor shall extend support to NTPC for lodging of claims for its ow n material with the insurers for claim against Policies taken by NTPC.
43.	**Force Majeure**
43.1	**Definition of Force Majeure**
43.1.1	"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.
43.1.2	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.
43.2	**Notice of Force Majeure**
43.2.1	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.
43.2.2	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 25.4 (Extension of Time for Completion).
43.2.3	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.
43.3	**Duty to Minimize Delay**
43.3.1	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 right to terminate the Contract.
43.4	**Consequence of Force Majeure**
43.4.1	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 43.2.1, 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".
43.4.2	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.
43.5	**Termination for reasons due to extended Force Majeure**
43.5.1	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.
43.5.2	In the event of termination pursuant to GCC Sub-Clause 43.5.1, 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, at such rates as are determined reasonable by the Engineer-in-Charge.
43.5.3	In the event of any disagreement of the parties relating to matters at GCC Clause 42.5.2, the dispute shall be settled in accordance with GCC Clause titled "Settlement of Disputes".
G	**Changes in Contract Element**
44.	**Changes in Constitution:** 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 47.3 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said GCC Sub-Clause 47.3
45.	**Powers of Engineer- in-Charge for alterations / omissions /additions /Substitutions**
45.1	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.
45.2	**Permissible deviation limit for variations in Contract Items**
45.2.1	**For Contracts Other than overhauling**

	In case of items 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% for contracts other than those for overhauling. All the quantities of any item actually executed from 0 - 120% of the Contract quantity (0 to 1.2 times the quantity) will be payable at Contract rates for while the rates for the quantities above 120% of Contract quantity (1.2 times the Contract quantity) will be subject to review/revision.
45.2.1.2	**For Contracts for overhauling**
	In case of items 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 (+)50% for contracts for overhauling. All the quantities of any item actually executed from 0 -150% of the Contract quantity (0 to 1. 5 times the quantity) will be payable at Contract rates for while the r ates for the quantities above 150% of Contract quantity (1. 5 times the Contract quantity) will be subject to review/revision.
45.2.2	In case the Bill of Quantities (BOQ) 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.
45.2.3	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.
45.2.4	Rates of Items of Work derived on the basis as detailed in GCC Sub- Clause 45.2 shall not be eligible for price adjustment.
45.3	**Methodology for Determination of Rates for variations of Contract Items beyond the permissible deviation limits**
45.3.1	For Contract Items which exceed the limits over the original v alue of that item as mentioned in GCC Sub-Clause 45.2.1 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 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. While working out the rates on the basis of market rate, 10% (Ten percent) of the rate to cover all overheads and profits of the Contractor shall be considered. 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.
45.3.2	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, whichever is less, purely on adhoc and provisional basis subject to adjustment.
45.3.3	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.
45.3.4	Rates of Items of Work derived on the basis as detailed in GCC Sub - Clause 45.3 shall not be eligible for price adjustment.
45.4	**Methodology for Determination of Rates for Extra Items (Additional, Altered or Substituted Items) of Work**
45.4.1	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 Bill of Quantities (BOQ) are available in other Bill of Quantities (BOQ) 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 Bill of Quantities (BOQ) 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.
45.4.2	If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in GCC Sub-Clause 45.4.1 (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. While working out the rates on the basis of

	market rate, 10% (Ten percent) of the rate to cover all overheads and profits of the Contractor shall be considered 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.
45.4.3	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 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, whichever is less, purely on adhoc and provisional basis subject to adjustment.
45.4.4	In the event of the Contractor failing to inform the Engineer - in-Charge, within the stipulated period of fourteen (14) day 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.
45.4.6	Rates for Extra Items of Work, derived on the basis as detailed in GCC Sub - Clause 45.4 above shall not be eligible for Price Adjustment.
45.5	**Work Schedules for variation beyond deviation limits & Extra Items**
	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 i tem(s) of Work, would be quantities of the altered or substituted and not the value of altered or substituted item(s) of Work.
45.6	**Provisional payments**
	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 (75% of the rate/price determined by the Engineer-in-Charge), shall be made to the Contractor after recoveries as per terms and conditions of the Contract, in the interest of progress of Work, which shall be regularized after approval of Competent Authority.

46.	**Suspension of Works**
46.1	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.
46.2	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.
46.3	If the suspension is ordered for reasons (ii) & (iii) in Sub -Clause 46.1 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.
46.4	If the suspension is ordered for reasons (ii) & (iii) in Sub- Clause 46.1 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 46.3 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.
46.5	If for any reason other than for reasons of Contractor's default as per GCC Sub-Clause 46.1(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 47.1 herein. If out of above discussion it is determine d that the Contract has to be treated as terminated under the provisions of GCC Sub- Clause 47.1, then the Contractor shall be eligible for compensation as envisaged in GCC Sub -Clause 47.1.1 herein.
47.	**Termination**

47.1	**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.
47.1.1	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 take n 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**.** (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.
47.1.2	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.
47.2	**Termination on Contractor's Death**
47.2.1	If the Contractor is an individual or a proprietory 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 proprietory concern and in the ca se 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.
47.3	**Termination for Contractor's Default**
47.3.1	**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, 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 26.3. 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.
47.3.2	**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.
47.3.3	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.
47.3.4	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.
47.3.5	If the Contractor fails 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.
47.3.6	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.
48	**Possession prior to completion**
	The Engineer- In-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any completed work in accordance with the contract agreement. If such prior possession or use by the Engineer -In-Charge delays the progress of work, equitable adjustment in the time of completion will be made
49	**Adherence to Fraud Prevention Policy**
	The Contractor along with its Associate / Collaborator / Sub-Contractors / Sub-Vendors / Consultants / Service Providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website http://www.ntpctender.ntpc.co.in. The Contractor along with their his associate/ collaborator/ subcontractors/ subvendor/ consultant/ service providers shall observe the highest standards of ethics and shall not indulge or allow anybody 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 his notice. If in terms of above policy it is established that the Contractor/his representatives have committed any fraud while executing the contract then the Security Deposit shall be forfeited.
50	**Limitation of Liability**
	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'.
51	**Policy for Debarment from Business Dealings**
	The employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / 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 ~~Bidder/~~Contractor on account of any Default by the contractor under GCC clause 47.3.1 or any of the grounds as detailed in the said Debarment Policy.
52.	**Disposal of Scrap**
	The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables. GST applicable, if any, shall be to Contractors account. The ownership of such Scrap shall vest with the Contractor except in cases where the materials for the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, GST etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/ duties shall be that of the Contractor The scrap generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also the scrap generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work is to be returned to the Employer.
53.	**Disposal of surplus material, Plant & Equipment**
	Ownership of any material, Plant and Equipment brought by Contractor in excess of the requirements for the Work (i.e. surplus material) shall revert to the Contractor upon Completion of the Work or at such earlier time when the Employer and the Contractor agree that the materials in question are no longer required for the Work. However, any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary

	clearance from the relevant authorities (Customs, GST etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor. The Contractor shall also indemnify to keep the Employer 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 surplus material. The indemnity Bond shall be furnished by Contractor as per proforma enclosed. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer. The surplus generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also any surplus generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall is the property of the Employer whether or not incorporated in the Work.
54.	**No Claim for interest or damage**
54.1	**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.
54.2	**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.
55	**Procedure for Contract Closing**
55.1	The closing of Contract shall be effected after completion of the defect liability period and return / refund of CPG / Security Deposit.
55.2	The following thirteen (13) certificates shall be issued by the concerned departments and submitted to Engineer-in-Charge for closing of contract.

Certificate No.	Certificate Description	Responsibility
CCP-01	Certificate of Final Amendment to the Contract	USSC C&M dept.
CCP-02	Drawing Receipt Certificate	Executing Dept./EIC

	CCP-03	QA Documents Receipt Certificate	FQA
	CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC
	CCP-05	Scope Completion Certificate	Executing Dept./EIC
	CCP-06	Liquidated Damages for Delay Certificate	Executing Dept./EIC
	CCP-07	Shortfall in Equipment Performance Certificate	Executing Dept./EIC
	CCP-08	"Material Reconciliation" Certificate	Executing Dept./EIC & Site Materials Mgmt.
	CCP-09	"Payment Reconciliation" Certificate	Finance
	CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor
	CCP-11	"No Demand Certificate" by Contractor	Contractor
	CCP-12	Certificate of Completion of Warranty Period	Executing Dept./EIC
	CCP-13	Certificate for Return of BGs/Security Deposit/Indemnity Bonds etc.	Finance

55.3

Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines.

It shall be the responsibility of the contractor to submit the drawings along with the reproducibles, 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

56.

Contractor's Labor Information Management System:

1. The contractor has to necessarily get registered in CLIMS (Contractor's Labor Information Management System) which is in place in the project.
2. The entry and exit of all contract labour to the plant premises will be through Gate Access Control System of CLIMS.
3. 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.

The contractor has to abide with all statutory compliance applicable to his workers and employees and update in CLIMS.

57.

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.

<table>
<tr><td></td><td>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 in this regard 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>
</td></tr>
<tr><td>58.</td><td>Anti-Bribery and Anti-Corruption (ABAC) Policy:
The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall strictly adhere to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy displayed on website https://ntpctender.ntpc.co.in/ under section ‘policy docs’.
The Contractor and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with Employer in the performance of Contract shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer.</td></tr>
</table>

Enclosures to GCC:

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

NTPC LIMITED
(A Government of India Enterprise)

SECTION – IV

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

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

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

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

Deployment of AC Type D Ambulance (Advanced Life Support- ALS Ambulance) with manpower at NTPC TTPS for a duration of 60 months

(Domestic Competitive Bidding)

Tender Ref: NTPC/USSC–CPG1/ 9900336426

GEM Bid : GEM/2026/B/ 8237660

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

S. No.	Clause Ref, in any	Special Conditions
1.	EMPLOYER	**Name and address of Employer:** NTPC Limited, Unified Shared Service Centre, Central Procurement Group-1, Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101 Tel. No.: 0771-2515438/0771-2515485 **Registered Office Address:** "NTPC Bhawan" Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India **Place of Work:** TTPS Talcher, District-Angul, Odisha-759101
2.	JOINT VENTURE/ CONSORTIUM	Not Applicable

S. No.	Clause Ref, in any	Special Conditions
3.	PRE-BID CONFERENCE (ITB clause 7.0)	Pre Bid Conference: ~~Applicable~~/**Not Applicable**. ~~(*If applicable, details (date, place, etc.) of Pre Bid Conference to be mentioned.)*~~
4.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	**Attachment-11 Declaration on Local Content- Applicable/ ~~Not Applicable~~** **a) Class-I local suppliers'/ ~~'Class-I local suppliers and Class-II local suppliers''~~** only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. **For this purpose, bidders who are meeting the stipulated requirements of Minimum Local Content are required to accept the following condition through undertaking as per Attachment-13 for submission of bid.** ***"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 aforementioned 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**. ~~**b)** Declaration regarding local content as per the Employer's format, for granting of purchase preference.~~ ~~In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is liable not to be considered as a local supplier and may not be eligible for any purchase preference"/"its bid is liable to be considered non-responsive and may be rejected".~~ 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.
5.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	Certificate prior to submission of last bill for payment- **(Cases where Integrity pact is applicable)** 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

S. No.	Clause Ref, in any	Special Conditions
		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.
6.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	**Attachment-11(A) Declaration for exemption from meeting the Minimum Local Content- ~~Applicable~~/ Not Applicable** ~~Declaration regarding exemption from meeting the Minimum Local Content, as per the Employer's format.~~ ~~In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder may not be considered eligible for exemption from meeting the Minimum Local Content.~~
7.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	**Add new Attachment/Clause** **Attachment 12 Integrity Pact –Not Applicable** **(Cases where Integrity pact is applicable)** *It shall be deemed that bid submitted by the bidder is unconditionally accepted with following attribute as mentioned in attachment 13 in ATC:* ***"Do you Commit to all the provisions of the Integrity Pact?"*** *On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid*. Bidder may also upload signed ATC & Integrity pact as per attachment-12.
8.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	**Add new Attachment/Clause** ***Attachment No 12A: Details of Foreign Principals of Indian Bidders*** **-NOT APPLICABLE**
9.	DOCUMENTS COMPRISING THE BID	**Attachment** | **Applicable (YES/NO)** | **Mode of Submission (Physical/Online/ Both)**

<table>
<tr><th>S. No.</th><th>Clause Ref, in any</th><th>Special Conditions</th></tr>
<tr><td></td><td>(ITB clause 11.0)</td><td>
<table>
<tr><td>Attachment 1: Bid Security</td><td>YES</td><td>Offline/Online</td></tr>
<tr><td>Attachment 2: Authority to Sign the bid</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 3: Bidder's Qualifications</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 4: Subcontractors Proposed by the Bidder</td><td>NO</td><td>------</td></tr>
<tr><td>Attachment 5: Equipment/ Machinery deployment Schedule</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 6: General Declaration of Bidder</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 8: Details of PF, ESI, PAN and GSTIN Regn</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 9: Declaration Regarding GST</td><td>YES</td><td>Online</td></tr>
<tr><td>Attachment 10: Technical Compliance</td><td>NO</td><td>------</td></tr>
<tr><td>Attachment 11: Declaration of Local Content</td><td>NO</td><td>------</td></tr>
<tr><td>Attachment 12: Integrity Pact</td><td>NO</td><td>-------</td></tr>
<tr><td>Attachment 12A: Details of Foreign Principals of Indian Bidders</td><td>YES</td><td>Online (if applicable)</td></tr>
<tr><td>Attachment 13: Undertaking for compliance of Important Conditions of Tender</td><td>Yes</td><td>Online</td></tr>
</table>
</td></tr>
<tr><td>10.</td><td>CURRENCY
(ITB Sub-Clause 12.2)</td><td>Indian Rupee</td></tr>
<tr><td>11.</td><td>BID PRICE AND PRICE BASIS
(ITB Clause 12.3)</td><td>Amount linked to Safety Aspects/ compliance to Safety Rules- Applicable/~~Not Applicable~~

Minimum percentage: Y= 2%</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Clause
Ref, in any</th><th>Special Conditions</th></tr>
<tr><td>12.</td><td>BID VALIDITY
(ITB Sub-clause 13.1)</td><td>120 days</td></tr>
<tr><td>13.</td><td>CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</td><td>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:
<table><tr><td>i</td><td>Bank Name</td><td>ICICI BANK LIMITED</td></tr><tr><td>ii</td><td>Branch</td><td>9A, Phelps, Connaught Place, New Delhi-110001</td></tr><tr><td>iii</td><td>IFSC Code</td><td>ICIC0000007</td></tr><tr><td>iv</td><td>BG Advising Message</td><td>IFN 760COV/ IFN 767COV via SFMS</td></tr><tr><td>v</td><td>Field Number</td><td>7037</td></tr><tr><td>vi</td><td>Particulars (to be mentioned in Row 1)</td><td>NTPCBG</td></tr></table>Bidders are advised to ensure that the message is sent by their Bankers.</td></tr>
<tr><td>14.</td><td>WORK SCHEDULE
(ITB Clause 15.0)</td><td><s>Time for Completion: Months.</s>
<s>Contract Period- 12 Months</s>
Period contract: 60 Months

Further, elaborated in Section-V-Technical Specification.</td></tr>
<tr><td>15.</td><td>ADDRESS FOR CORRESPONDENCE

(ITB clause 17)</td><td>SM/AGM (CPG1/Contracts & Materials)
NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101
Tel. No.: 0771-2515537/0771-2515402
Email: ilaanand@ntpc.co.in / amittiwari@ntpc.co.in</td></tr>
<tr><td>16.</td><td>LOCATION OF BID OPENING
(ITB clause 21.0)</td><td>C&M Department
NTPC Limited,
Unified Shared Service Centre,
Central Procurement Group-1,
Western Region-II Head Quarter, Plot No.-87, Sector-24, Atal Nagar
Nava Raipur, Raipur, Chhattisgarh, Pin Code-492101
Tel. No.: 0771-2515438/0771-2515485</td></tr>
<tr><td>17.</td><td>EVALUATION CRITERIA</td><td><u>Add the ITB Clause 23.3.1 'EVALUATION AND COMPARISON OF BIDS':</u>
1. Quantity: <s>Splitable or</s> Not splitable.</td></tr>
</table>

S. No.	Clause Ref, in any	Special Conditions
	(ITB clause 23)	2. **Evaluation: Lump sum** ~~or item wise~~. 3. The bidder has to quote for Total Contract Price (Inclusive of all taxes & duties and GST) on lumpsum basis on GeM portal. 4. The Bidder shall indicate the GST rate as applicable seven (7) days prior to last date of Bid Submission in Attachment-9. The GST rate mentioned in the Attachment-9 shall be used only for arriving basic Contract price (exclusive of GST) at the time of award. 5. Treatment of Tie condition (with respect to Evaluated Price): ~~**(i) In case where in a tender two or more bidders have quoted the same price, preference shall be given as per follows:**~~ ~~**a) 1st preference to SC/ST- Women MSE**~~ ~~**b) 2nd preference to SC/ST-MSE**~~ ~~**c) 3rd preference to Women-MSE**~~ ~~**d) 4th preference to Other MSE Bidder**~~ ~~**e) Last preference to the Non-MSE Bidder**~~ (ii) In case of tie condition at L1 position the ranking of bidders shall be determined as per GeM GTC which is run L1 through GEM Algorithm.
18.	Policy for Debarment from Business Dealings (ITB Clause 30.0)	The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.
19.	BENEFITS TO MSES (ITB Clause 31.0)	**MSE Benefits (Applicable/~~Not Applicable~~) for this work** Bidders may ascertain their eligibility for availing benefits as per Public Procurement Policy (PPP) 2012 before submission of Bids. MSEs 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 for EMD and Purchase Preference shall select appropriate option on GeM portal (separately for each i.e. EMD & purchase preference) and should enclose a attested/self-certified copy of UDYAM registration certificate, failing which they run the risk***

S. No.	Clause Ref, in any	Special Conditions
		of their bid being passed over as ineligible for the benefits applicable to MSEs.
20.	PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS (ITB Clause 32.0)	**Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers** **Applicable / ~~Not Applicable.~~** **22.1 Class-I local suppliers'/ ~~'Class-I local suppliers and Class-II local suppliers''~~** only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids." OR ~~Bids from 'Class-I local suppliers' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT shall be eligible for purchase preference. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."~~ **22.2** Procedure for order preference, MSE guidelines mentioned at Clause 31.0 of ITB read in conjunction with clause 32.0 of ITB "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in **Annexure-I (Rev 1.0) to SCC** shall be applicable. 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. The Class-I local suppliers shall be required to **accept the following condition through undertaking as per Attachment-13 for submission of bid.** ***"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-I (Rev 1.0) to SCC** (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

S. No.	Clause Ref, in any	Special Conditions
		Promotion (DIPP). **Bidders may note that in case they do not accept the above condition, 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. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. **Criteria for application of MSE Preference:** **i) If L-1 ranked bidder is a MSE bidder, then no further MSE preference will be applicable.** **ii)** If L-1 ranked bidder is non-MSE bidder then MSE preference will be applied to eligible MSE bidders (those MSE bidders which are falling in the range of L1+15%) in the "**Order of Preference in Ranking to MSE Bidders**" (as defined at (#)) as under: # If L1 is Non-MSE Bidder and MSE Bidders are falling in the range of L1+15% then the **Order of Preference in Ranking to MSE Bidders** shall be given as follows subject to matching of L1 price: **a) First Preference to SC/ST & Women MSEs i.e. Women SC /ST MSE.** **b) Second preference to SC/ST -MSE Only** **c) Third Preference to Women- MSE only.** **d) Others MSEs.** The above category/classification of MSE Bidder shall be verified through their submitted Udyam Certificate. No other document will be referred for the same.
21.	LAWS GOVERNING THE CONTRACT (GCC Clause 7.0)	The courts at **Raipur** shall have jurisdiction in all matters.
22.	ENGINEER-IN-	For the purpose of the sub-clause entitled Engineer-In-Charge/ Officer-In-

S. No.	Clause Ref, in any	Special Conditions
	CHARGE (GCC Clause 8) GCC Sub-Clause 8.1)	Charge under clause "Settlement of Disputes" appearing in the GCC, the Head of Project/Station/Region shall act as Engineer-In-Charge/ Officer-In-Charge.
23.	SETTLEMENT OF DISPUTES (GCC Clause 8) GCC Sub-Clause 8.3.3.3	The place of arbitration shall be **Delhi.**
24.	GCC Clause 8.2	**Not Applicable in this tender** **(*For Site/Region/SSC/USSC packages of Hydro projects, the aforesaid provisions may be adopted on case-to-case basis, with approval of RED (Hydro).*)**
25.	GCC Clause 8.3	**Applicable/~~Not Applicable~~** ***(Applicable only for tenders having Integrity Pact provisions)***
26.	GCC 8.2.I.	The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-IV.
27.	GCC 8.2.II.(iii)	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.
28.	GCC 8.2.III	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, C&M Co-ordinator to specify 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, C&M Co-ordinator to

S. No.	Clause Ref, in any	Special Conditions
		specify 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).
29.	GCC 8.3	**Not Applicable in this tender** ***(Applicable only for tenders having Integrity Pact provisions)*** (The fees payable to each /EM for mediation proceedings shall be Rs. 25,000/-per sitting and same shall stand revised as and when revised by Central Vigilance Commission)
30.	GCC 8.4.2.2	***(Conciliation Committees of Independent Experts)*** *The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as* ***Annexure-V****.*
31.	HUMAN RESOURCES (GCC Clause 11.1)	As per Section-V-Technical Specifications.
32.	SECURITY DEPOSIT GCC Cl. 19.0	**Replace the existing clause with the following** **Security Deposit** 19.1.1 The Contractor shall provide a Security Deposit in the amount equivalent to **5% (Five percent)** or (**2.5%in case of award issued to MSE-SC-ST or MSE-Women Agencies**) of the contract value. The Security Deposit shall be held by the Employer as security for the due performance of the Contractor's obligations under the Contract. 19.1.2 The Employer at the time of making payment deduct security deposit at the rate of **5% (Five percent)** of gross amount of each on account payment until the security deposit so deducted reaches the values mentioned above. The deductions for the retention of money(ies) will be stopped after the security deposit limit of **5% (Five percent)** or **2.5% in case of award issued to MSE-SC-ST or MSE-Women Agencies** of the Total Contract Value is reached, unless otherwise required in terms of clause 19.1.3. 19.1.3 The Contractor may, at any time and from time to time, during the course of or after completion of the work, with the permission of the Employer, substitute his cash security deposit, including retention money(ies) deducted from his bills and lying with the Employer, by Bank Guarantee(s) in the prescribed proforma from a Bank acceptable to the Employer and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 lakh (Rupees One lakh only). If at any time during the course of the work, the gross value of the work, as

S. No.	Clause Ref, in any	Special Conditions
		reflected by the Running Bills submitted by the Contractor has in the opinion of the Employer (which shall be final and binding on the Contractor), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender , the Contractor shall be bound to pay further Security Deposit as will make up the total Security Deposit to **5% (Five percent) or 2.5% in case of award issued to MSE-SC-ST or MSE-Women Agencies** of the then anticipated Contract Value in any of the forms mentioned above failing which the Employer shall be at liberty to make such deductions towards Security Deposit from the Contractor's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below **5% (Five percent)** of the gross value of the work, as reflected by the gross payments made to the Contractor , without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the Contractor on demand from the Employer, failing which, it will be recovered from any money(ies) due to the Contractor from the Employer under this contract or any other contract with the Corporation. 19.1.4 The Contractor, if he so desires, can also furnish a full Security Deposit of **5% (Five percent) or 2.5% in case of award issued to MSE-SC-ST or MSE-Women Agencies** of the Total Contract Value towards faithful performance of the Contract, in one or more of the following modes: a) by Demand draft /Pay Order /Bankers Cheque drawn in favour of “NTPC Ltd.” payable at place mentioned in SCC (Cheques shall not be accepted) or any other mode specified in SCC. b) Deleted c) By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Bank in India acceptable to the Employer, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000/ - (Rupees One Lakh only). The format of the said bank guarantee shall be in accordance with the format included in the Section VII (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 Security Deposit shall be extended by the period of extension of completion of defects liability. d) Any other mode specified in the SCC/ITB. 19.1.5 If after completion of the work, the Total Contract Value falls below the Total Contract Value as indicated in the Letter of Award/Service Purchase Order /Acceptance of tender, such that the total Security Deposit in the hands of the Employer is in excess of the Total Security Deposit calculated at **5% (Five percent) or 2.5% in case of award issued to MSE-SC-ST or MSE-Women Agencies** of the reduced contract value, such excess amount, as is in the form of cash in the hands of the Employer, shall be refunded to the Contractor along with the Final Bill.

S. No.	Clause Ref, in any	Special Conditions
		If the Security Deposit furnished by the Contractor to the Employer in the form of Bank Guarantees, the Contractor shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit, at the time of final bill. 19.1.6 The Contractor shall from time to time at the request of the Employer suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit or Security Deposit) for such period(s) as may from time to time be required by the Employer failing which, without prejudice to any other right or remedy available to the Employer, the Employer shall be entitled to encash the Bank Guarantee. 19.1.7 All BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India, shall be received from issuing Bank 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 A BG issued by a Bank outside India and Insurance Surety Bond issued by Indian Insurance company outside India needs to be submitted by the Bidder directly to the employer as defined in SCC. The BG/Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG/Insurance Surety Bond is to be submitted. The BG/Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG/Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor. 19.1.8 A soft copy of the BG/Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/Insurance company. 19.1.9 **Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT** 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

S. No.	Clause Ref, in any	Special Conditions
		(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) 19.1.10 All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity. 19.1.11 Extension of all BGs/Insurance Surety Bond should be on Stamp paper of same value as that of the original BG/Insurance Surety Bond. Minimum extension of any BG/Insurance Surety Bond should be three months.
33.	PAYMENT SCHEDULE GCC Sub-Clause 20.1	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.
34.	PRICE BASIS (GCC clause 21)	Prices are **FIRM/~~VARIABLE~~. For other details refer Scope of Work.**
35.	TIME FOR COMPLETION (GCC Sub-Clause 25.2)	**~~Time for Completion: Months.~~** **~~Contract Period- 12 Months~~** **Period contract: 60 Months** As specified in Section-V-Technical Specification.
36.	METHODOLOGY OF EXECUTION & EQUIPMENT MOBILISATION	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.

S. No.	Clause Ref, in any	Special Conditions
	(GCC Clause 28) GCC Sub-Clause 28.3	
37.	MATERIALS FOR THE PERFORMANCE OF THE CONTRACT (GCC Clause 30) GC Clause 30(b)(i)	The following materials shall be issued by the Employer free of cost for incorporation in the Works as per the terms and conditions detailed in the Technical Specifications: S. No. Material 1. 2 **As specified in Section-V, Technical Specification.** 3 ----------
38.	TOTAL VALUE OF OWNER ISSUE MATERIAL (GCC Clause 30) GCC Sub-Clause 30(b)(i)	The value of owner issue Material is *as specified in Section-V, Technical Specification, if any.*
39.	POWER & WATER SUPPLY AND BOARDING AND LODGING OF EMPLOYEES/ LABOUR / STAFF (GCC Clause 37) GCC Sub-Clause 37.2.1	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.
40.	SAFETY EQUIPMENT	Details Safety equipments & safety Personal Protective Equipment as required for execution of work shall be as per Section-V, Technical Specification.
41.	DEFECTS LIABILITY PERIOD	Unless otherwise specified in Section-V, Technical Specification, it shall be NIL.

S. No.	Clause Ref, in any	Special Conditions
	(GCC Clause 41)	
42.	EMPLOYER'S AND CONTRACTOR'S RISKS AND INSURANCE (GCC Clause 42) GCC Sub-Clause 42.5.2	Insurance Cover: Amounts and Deductibles: --- **Insurance Amount insured Deductible Conditions** --- ---------- Minimum as per policy---------- **The contractor shall necessarily take Workmen Compensation Policy and Third Liability Policy.**
	THIRD PARTY INSURANCE POLICY GCC Sub-Clause 42.5.4	**Total/Aggregate amount during the currency of the Contract**: Rs. 50.00 Lakhs or '110% of Contract Value (Excluding GST)' whichever is lower. **For any one occurrence:** 50% of Total Aggregate Amount
43.	CONTRACT CATEGORY GCC Sub-Clause 45.2	~~OVERHAULING/~~OTHER THAN OVERHAULING
44.	Policy for Debarment from Business Dealings (GCC Clause 51.0)	The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.
45.	**Matching of IP Addresses**	Recently, IP address functionality introduced in GeM portal. The primary objective of this new feature is to identify collusion activities between sellers by capturing their IP addresses. During the technical evaluation stage, in case of common IP address (either for Financial Bid IP Address or Technical Bid IP address or both IP address) of a seller with any other seller or buyer as popped up in a tender by GeM portal, all such bids shall be liable for rejection.

Enclosures to SCC:

1. Annexure-I: Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding

2. Annexure-II: FAQs of Vendor Payment Portal for Vendors
3. Annexure-III: An undertaking from the issuing Bank for BG
4. Annexure-IV: Panel of Experts for appointment as Independent Engineer
5. Annexure-V: Panel of Conciliation Committees of Independent Experts (CCIE)
6. Annexure-VI: List of Banks for BG

NTPC LIMITED
(A Government of India Enterprise)

BIDDING DOCUMENTS

SECTION – VII

(FORMS AND PROCEDURES)

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

Rev 2.2

TABLE OF FORMS AND PROCEDURES

Form No.	Description
1.	Bid Forms
	Attachment 1: Bid Security
	Attachment 2: Authority to Sign the Bid *
	Attachment 3: Bidders Qualification Documents
	Attachment 4: Sub-contractor proposed by Bidder
	Attachment 5: Equipment/Machinery Deployment Schedule
	Attachment 6: General Declaration
	Attachment 7: Electronic Fund Transfer (EFT) Form
	Attachment 8: Details along with Copy of PF and ESI registration, PAN and GST number
	Attachment 9: Declaration Regarding GST
	Attachment 11: Declaration on Local Content
	Attachment 11A: Declaration for Exemption from meeting the Minimum Local Content
	Attachment 12: Integrity Pact
	Attachment 12A: Details of Foreign Principals of Indian Bidders *
	Attachment 13: UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS
	Attachment 14: Declaration regarding insolvency, bankruptcy and Liquidation
2.	Proforma for Bank Guarantee & Insurance Surety Bond for Earnest Money Deposit
3.	List of banks from which bank guarantees for Bid Security / EMD can be accepted
4.	Bank Guarantee/Insurance Surety Bond verification checklist
5.	Form of Bank Guarantee & Insurance Surety Bond for Contract Performance Guarantee
6.	Proforma for extension of Bank Guarantee & Insurance Surety Bond
7.	Proforma Bank Guarantee for Lumpsum Advance
8.	List of banks from which bank guarantees for Advance/Security Deposit and Bank Guarantee to be furnished by Associate can be accepted
9.	Form of Bank Guarantee for removal of plant and equipment from the Site

10. Form of Hypothecation Deed

11. Proforma of “Contract Agreement”

12. Proforma of “Indemnity Bond” for “Employer Issue Materials”

13. Letter of Undertaking to be given by Contractor while furnishing the “Indemnity Bond” to Employer for “Employer Issue Materials”

14. Letter Of Confirmation By The Proposed Sub-Contractor

15. Proforma for Material Accounting & Reconciliation

16. PROFORMA OF CCPs (Annexure 1.1 to 1.13)

17. Declaration of Absence of Conflict of Interest with Independent Engineer.

18. Declaration of Absence of Conflict of Interest with Conciliation Committees of Independent Experts (CCIE)

19. Proforma of “Tripartite Integrity Pact”

* No specified format

1. BID FORMS

BID FORM

Date: .....

NIT/IFB/ Tender Enquiry No. ……

Name of Contract Package: ……

To

NTPC Ltd.,
……
……
……
……

Dear Sir,

1.0 Having examined the Bidding Documents including subsequent amendments and clarifications, 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 We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required

3.0 We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.

4.0 We declare that the work will be executed strictly in accordance with the requirement.

5.0 Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical & Commercial Proposal' by NTPC.

6.0 We hereby furnish our 'EMD Bid' comprising the following as per prescribed formats

i. Attachment 1: Bid Security of Rs……Paid through online UTR No. ---------- Dt. ---------- or submitted through BG / e-BG No. _____ valid up to _____issued by _____bank

ii. MSE Certificate (if applicable)

iii. Integrity Pact (if applicable)

iv. Attachment 2: Authority to Sign the bid

v. Attachment 7 - Electronic Fund Transfer (EFT) Form

vi. Attachment 13- Undertaking for compliance of Important Conditions of Tender

Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted online in separate sealed envelopes as per the requirement of the Bidding Documents. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry. Further, we confirm that our Price Bid does not contain any matter in respect of

Technical and / or Commercial aspects other than the details specifically sought in the price Bid.

8.1 We are aware that the Bill of Quantity (BOQ) does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount/prices. We agree that the entered rates and amount/prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

8.2 We declare that as specified in the GCC, prices quoted by us on Gem Portal are FIRM.

(In case provisions in the tender are for VARIABLE prices, following shall be applicable.

*'*We declare that as specified in the GCC, prices quoted by us on Gem Portal *shall be subject to adjustment in accordance with SCC Clause entitled 'Price Adjustment'*)

8.3 We understand that if there is discrepancy on the Price quoted on Gem Portal w.r.t. BOQ.xls , The price quoted on the GeM portal shall be considered for evaluation and award purpose only.

8.4 We declare that prices left blank on the Gem Portal will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.

8.5 We confirm that our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor and those imposed on our equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

8.6 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…**...**

***Bidder to strike-off, if not applicable.**
****Bidder to mention the Annexure no.**

9.0 We have read the provisions of bidding documents and confirm we have not taken any deviation to the provisions of the bidding documents. We confirm that any deviation/ variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno-Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid Security be forfeited.

10.0 We hereby agree that we shall furnish all necessary justification to establish the reasonableness of the rates/prices, if required by you.

11.0 We undertake, if our bid is accepted, to commence work under the subject package immediately on issue of your Letter of Award/ Service Purchase Order and to complete it within the time specified in the SCC.

12.0 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.

13.0 We confirm that we have read and understood the ITB Clause No. 3.0 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 No. 3.0, 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 No. 3.0, 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.

14.0 (i) We confirm that we fulfill the requirements of **Local content for Class-I Local Supplier**/Class-II Local Supplier.

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

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

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

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

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

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

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

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

Thanking you, we remain,

Yours faithfully,

Date: (Signature).....

Place: (Name).....

(Designation).....

(Common Seal) .....

Business Address:

Fax No.:

Phone No.:

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

(a) Attachment 2 (Authority to Sign the bid**)** (Legal Documents)
(b) Financial Documents to be submitted in Attachment 3.
(c) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc

---

ATTACHMENT – 1

BID SECURITY

BIDDER TO FURNISH BID SECURITY IN LINE WITH

ITB CLAUSE 14.0 AND NIT/TENDER ENQUIRY

ATTACHMENT – 2

DOCUMENTS RELATED TO AUTHORITY TO SIGN THE BID

IN ACCORDANCE WITH ITB SUB-CLAUSE 11.3.1(b)

ATTACHMENT – 3A-1

Bidder's Qualifications
(To be uploaded in Pre-Qual/Technical Cover/Envelope)
(Qualification Data)

Bidder's Name and Address:

To

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

Dear Sirs,

Bidder's Qualification Data regarding subject package as per Clause No. …….. of NIT.

In terms of Item No 5.1.1 of NIT, we confirm that we have executed deployment of at least one Ambulance on a 24x7 basis for any 'Organisation /Hospital / Medical Centre' for a continuous period of not less than one (1) year in a single contract" within the preceding seven (7) years prior to the date of Techno-Commercial bid opening.

5.1.2 Also we have executed the work(s) of "managing / providing /deployment" of Ambulance(s) within the preceding seven (7) years prior to the date of Techno-Commercial bid opening, in any of the following manner.

a. One (1) order having executed value not less than **Rs. 39 lakh**

OR

b. Two (2) orders having executed value not less than **Rs. 25 lakh** each.

OR

c. Three (3) orders having executed value not less than **Rs. 20 lakh** each.

Details of which are as follows: -

SN	Description	Contract1
1	Client detail	
	1. Plant and site Name for which the work was done:	

SN	Description	Contract1
	2. Client name:	
	3. Address:	
	4. Contact Person	
	5. Phone	
	6. Fax:	
	7. E-mail address	
2	Contract Number & Date of award	
3	Order Value in INR lakhs	INR..... Lakh
4	Executed Value in INR Lakh	INR..... Lakh
5	Whether Contract include work(s) as mentioned in technical QR criteria	Yes* / No*
6	Date of successful completion of work	DD/MM/YYYY
7	Whether Documentary evidence/customer certificate in support of above data enclosed duly verified by TPIA/ISA?	Yes* / No*
8	Details of documentary evidence enclosed	

*Please Strike off which is not applicable.

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid:

Date : (Designation).....

Place : (Printed Name).....

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/Contract Agreement/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.

ATTACHMENT - 3A-2

(Details pertaining to Financial Qualification of the bidder as per Item No. …….. of NIT)

(A) We confirm that our average annual turnover during the preceding three (3) financial years as on the date of Techno-Commercial bid opening is not less than **Rs. Rs. 49 Lakh (Rupees forty-nine lakh only)** or in equivalent foreign currency. In support of above, we are enclosing audited financial statements, and the details are as under:

S No	Financial Year	Amount in Bidder's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2025– 2026**			
2	2024 – 2025			
3	2023 – 2024			
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#		**Yes*/No***	

* Bidder to strike off whichever is not applicable.

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).

** If audited Financial statement for FY 2025-2026 is not available please submit the APPENDIX-C To Attachment 3A2 inline with clause 5.2.4 of NIT.

(B) Since we do not satisfy the average annual turnover criteria of …….. of NIT on our own, we give below the following details of our Holding Company in terms of NIT Clause no …….. who meet the stipulated turnover requirements and whose Net worth as on the last day of the preceding financial years is at least equal to or more than the paid up share capital of the Holding Company.

1. Name and Address of the Holding Company: .....

2. **Annual Turnover of the Holding Company with following details:**

S No	Financial Year	Amount in Holding Company's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2024– 2025			
2	2023 – 2024			
3	2022 – 2023			
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 of Holding Company for the last 3 financial years#		**Yes*/No***	

*** Please Strike off whichever is not applicable.**

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).

(Details pertaining to Financial Qualification of the Bidder as per Item No……. & …… of the NIT)

Bidder's Name and Address:

To
Contract Services

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% (hundred percent) 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 Annual Reports/Audited financial statements for the last 3 financial years* in support of above is enclosed at Annexure..... to this Attachment	
5.	Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:	
	(a) Copies of unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the	

Holding Company for the last
3 years enclosed at Annexure.....
to this Attachment.

(b) Certificate from the CEO/CFO
of the Holding company stating
that the unaudited unconsolidated
financial statements form part
of the consolidated financial statements
of the Holding Company, is enclosed as
per the format at Appendix-A to
this Attachment.

* In case where audited results for the last preceding financial year are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable.

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).

(B) Since we do not satisfy the Financial Criteria on our Own, we give below the following details of our **Holding Company and/or our subsidiary(ies) and/or subsidiaries of our Holding Company**:

1. Name and Address of the Group Companies:
    1. .....
    2. .....
    3. .....

Sl. No	**Description**	**As on last day of the preceding financial year**
2.	Paid-up Share Capital of Group Companies	
	Y1	.....
	Y2	.....
	Y3	.....

Sl. No	Description	As on last day of the preceding financial year
3.	Net Worth of the Group Companies X1 X2 X3	 ....
4.	%age of Net worth to Paid-up Share Capital of the Group Companies X1/Y1 x100 X2/Y2 x100 X3/Y3 x100	 ....
5.	Net worth (Combined) (X1+X2+X3)/(Y1+Y2+Y3) X 100	.....
6.	Audited financial statements of Group Companies for the preceding financial year in support of above is enclosed at Annexure ..... to this Attachment. In case not enclosed, financial results certified by a practicing chartered accountant enclosed	YES/NO YES/NO Enclosed at Annexure

Sl. No	Description	As on last day of the preceding financial year
7.	In case financial results certified by a practicing chartered accountant not enclosed, then Audited financial statements for FY 2016-2017 also enclosed.	YES/NO Enclosed at Annexure
	Further, a Certificate from the CEO/CFO of the Company stating that "the Financial results of company are under audit as on the date of Techno-Commercial Bid Opening and the certificate from the practicing chartered accountant certifying the financial is not available", is enclosed Annexure …… as per the format at Appendix-C to this Attachment.	YES/NO

We further confirm that Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its Collaborators / Associates / Subsidiaries / Group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

(i) Net worth means the sum total of the paid up share capital and free reserve. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

(ii) Other income shall not be considered for arriving at annual turnover.

APPENDIX-A TO ATTACHMENT – 3A-1

Undertaking from Independent Statutory Auditor

(On **letter head digitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor -Applicable only in case of Company)

Ref. No:_____ Date:

To,

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

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,

Seal & Signature:…….
Name of Auditor:……..
Firm Name:……...
UDIN No.: …….

** Strike off, whichever is not applicable*

APPENDIX-B TO ATTACHMENT - 3A-1

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

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. 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, ……

Seal & Signature: ……
Name: ……

** Strike off, whichever is not applicable*

APPENDIX-A
TO ATTACHMENT - 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO
OF THE HOLDING COMPANY IN ACCORDANCE WITH
ITEM NO. …… OF NIT
(To be submitted by Bidder along with the Bid)

Ref. : Date:

To

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

Dear Sir,

1.0 I, M/s..... (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).....

(Name & Designation) .....

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

(Seal of Holding Company) .....

Note: *Please Strike off whichever is not applicable.

APPENDIX-B
TO ATTACHMENT - 3A2

PROFORMA OF LETTER OF UNDERTAKING

(TO BE STAMPED AS PER INDIAN STAMP ACT)

[To be executed by the Holding Company of Bidder Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Item No. …… of NIT)

Ref. : Date:

To

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

Dear Sir,

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 NIT.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of Contract for 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 NTPC.

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

Yours faithfully,

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

(Name & Designation) .....

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

(Seal of Holding Company) .....

Witness:

(1) .....

(2) .....

APPENDIX-C
To Attachment 3A2

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE WITH ITEM NO. …… OF NIT

(To be submitted 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 "Deployment of Excavator, Backhoe loader, Tipper truck & work force for Wagon Tippler Hopper grill cleaning and Biomass pellet unloading for 24 Months at NTPC Solapur" 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) .....

Note: *Strike off whichever is not applicable.

(LIST OF FINANCIAL DOCUMENTS)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder's Name & Address

To,

NTPC Limited,
……..
……..
……..
……..

The following Documents are annexed to this attachment.

1. Annual reports for preceding three years as on the date of Techno-commercial Bid opening.

2. Any other document asked for in the bidding documents.

Date :
Place :

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

ATTACHMENT - 4

NIT/IFB/ Tender Enquiry No ……
(SUB-CONTRACTORS)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

NOT APPLICABLE

Bidder's Name & Address
To,

NTPC Limit
……..
……..
……..

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.

   (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.

Date:
Place:

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

Note: 1. The Bidder shall furnish the above details for each of the agencies/sub-contractors separately as per clause no. …. of BDS.

2. The format of the Letter of confirmation shall be as given at S. No. 13 of Forms and Procedures, Section VIII.

ATTACHMENT – 5

NIT/IFB/ Tender Enquiry No ……
(EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder's Name & Address:

To,

NTPC Limited,
……..
……..
……..

Sl. No.	Equipment Type/Capacity	Min. Nos required as indicated in Technical Specification	No. proposed to be deployed	No. already available for immediate deployment	Period by which balance eqpt. will deployed	Place from where balance eqpt. will be brought	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.	2.	3.	4.	5.	6.	7.	8.	9.	10.
1.									
2.									
3.									
4.									

Note: Further information for equipment (if any)

The above list of equipment & machinery is a minimum requirement. However, we shall deploy any other equipment & Machinery which may be required as per the direction of Engineer-in-charge to execute the work satisfactorily and as per time schedule stipulated in the bar chart.

Date :
Place :

(Signature).....
(Name) .....
(Designation).....

ATTACHMENT - 6

(GENERAL DECLARATION BY BIDDER)

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Ltd.
…….
……..
……..

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 Bill of Quantity/Schedule of Items 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:

Place:

Signature.....

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

ATTACHMENT – 7

E.F.T. Form

Bidders Name and Address:

To,
NTPC Limited,
……
……

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**

2. **ADDRESS**

PIN CODE

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

4. **BANK PARTICULARS**

A) BANK NAME

B) BANK TELEPHONE NO. (WITH STD CODE)

C) BRANCH ADDRESS

PIN CODE

D) BANK FAX NO (WITH STD CODE)

E) BRANCH CODE

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

G) 11 DIGIT IFSC CODE OF THE BANK

H) BANK ACCOUNT NUMBER

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS

IF OTHERS, SPECIFY

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

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 theCompany 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.

DATE

SIGNATURE
(AUTHORISED SIGNATORY)
Authorization no.: ……

Name:

OFFICIAL STAMP

Encl: Cancelled cheque.

ATTACHMENT - 8

DETAILS OF PF, ESI, PAN and GST REGN.

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,

NTPC Ltd.

……..

……..

……..

Dear Sir,

The details of our registration are as under:

(a) PF no. (*If asked for in the tender)*

The PF no. allotted by concerned RPFC under EPF scheme 1952 is as under:

PF Number	

Note: Copy of PF registration certificate issued by the concerned RPFC duly attested by the bidder under his seal and signature to be submitted.

(b) ESI registration number, if applicable (*If asked for in the tender)*

Our ESI registration number to cover our employees under the ESI Act:

ESI Registration Number	

Note: Copy of ESI registration duly attested by the bidder under his seal and signature to be submitted.

(c) PAN number

Our PAN number is as under:

Permanent Account Number	

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(d) GSTIN, if applicable*:*

Our **GSTIN** is

GSTIN (location .....)	
GSTIN (location .....)	
GSTIN (location .....)	

Note: Copy of registration to be enclosed.

Date: (Signature) .....

Place: (Name) .....

(Designation).....

(Company Seal) .....

ATTACHMENT - 9

DECLARATION REGARDING GST

Bidder's Name and Address:

To

NTPC Ltd.
……..
……..
……..

Name of Contract: Hiring of Advanced Life Support (ALS) Type-D Ambulance at Jivantika Hospital MTPS Kanti for 5 years

GEM Bid : GEM/2026/B/

Declaration regarding GST

A. Applicable GST

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

Sl. No.	Item Description	HSN Code	GST Rate (%)
1.	Deployment of ALS Ambulance along with Manpower and fuel as per Scope of Work		0%
Applicable GST is considered as "NIL" > In case of applicable GST is different Please furnish the same.			

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

B. GST Rate on Free Issue Material as per GST act (if applicable)

We hereby declare that the GST rate on free issue material shall be as under:

Sl. No.	Item Description	Value (Rs.)	GST Rate
1			
2.			
3.			

C. GST applicable under RCM (If applicable)

We hereby declare and confirm that on following supplies, GST under RCM is applicable.

Sl. No.	Item Description	Value on which GST under RCM is applicable (Rs.)
1		
2		
3		
4		

Date……..

Place…….

Signature ……...

Name……..

Designation…….

Company Seal……

*Strike out whichever is not applicable

Notes:

1. Bidder to read the notes in the Section-VI Scheduled Items List (BOQ).
2. In case applicable GST for the bidder is other than 18%, then the bidder has to submit the Attachment-9: GST declaration (as per format in the tender documents) clearly indicating the GST rate as applicable seven (7) days prior to last date of Bid Submission. If bidder did not submit the Attachment -9 (i.e. GST declaration), then the bidder quoted value will be considered inclusive of GST rate @18%.

ATTACHMENT - 11

(Declaration on Local (Indigenous) Content)

(To be accepted through Undertaking at Attachment-13)

(i) We confirm that we fulfil the requirements of **Local content for Class-I Local Supplier**/Class-II Local Supplier.

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

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

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

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

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

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

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

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

Thanking you, we remain,

Yours faithfully,

Date:

Place:

(Signature).....

(Name).....

(Designation).....

(Common Seal) .....

ATTACHMENT – 11A

(Declaration on exemption from meeting the Local (Indigenous) Content)

(To be submitted with technical envelope)

……PACKAGE

FOR

……PROJECT

BIDDING DOCUMENT NO……

Dear Sirs

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

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

Sl. No. of BOQ	Description of Goods	Licensing Organisation /Technology Owner	Details of the location(s) at which the local manufacturing is done

2.0 Further, we hereby confirm the following:

Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP).	**Yes*/ No***

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

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

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

INTEGRITY PACT

ATTACHMENT-12

(INTEGRITY PACT)

TENDER ID / REF. NO. ……..

Between

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

and

…….. (hereinafter referred to as “The Bidder/Contractor “)

and

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

Preamble

The Employer 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 (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

d) The Bidder/ Contractor will, when presenting his bid, undertakes to disclose any and all payments made, 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 same and address of its foreign principals or associates.

2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years.

2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

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

Section 7 Independent External Monitors (IEM)

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

2. The IEMs are not subject to instructions by the representatives of the parties and performs 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 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. _____

ATTACHMENT - 13

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

(To be uploaded online in Technical Cover/Envelope)

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. No.	Undertaking Type	Provisions of Undertaking	Remark
1.	Nil Deviation Certificate	Bidders are required to confirm acceptance of the same by accepting the following condition: **"Do you certify full compliance to all provisions of Bid Documents?"** Acceptance of above condition shall be considered as bidder's confirmation to the following: (a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard. (b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.	Accepted
2.	Declaration on Conflict of Interest	Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following condition: **"Do you certify full compliance to all provisions of Bidding Document?"** Acceptance of the 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.	
3.	Declaration on Qualifying Requirements	Bidders are required to confirm acceptance of the same by accepting the following condition: "Do you certify full compliance on Qualifying Requirements" 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.	Accepted
4.	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 condition shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the provisions of ITB Sub-Clause 11.4.10.	Accepted
5.	Declaration on Debarment from Business Dealings Policy	Bidders are required to confirm acceptance of the same by accepting the following condition: "Do you accept Debarment from Business Dealings Policy of NTPC" Acceptance of above condition shall be considered as bidder's confirmation to the following conditions: (1) Bidder has read the contents of Debarment Policy (version mentioned in SCC) displayed on the website	Accepted

		www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy. a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance. b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences. c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years. (2) Bidder further confirms as under: that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.	
6.	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.com indicating his compliance to the provisions of ITB Sub-Clause 29.	Accepted
7.	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 with MLC-60%. We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its	Accepted

		subsequent revisions /amendments issued by Department for Promotion of Industry and Internal trade (DPIIT). 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.	
8.	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 a sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor’s Default’ and shall be dealt accordingly.	Accepted
9.	Declaration on 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: **“Do you certify full compliance to all provisions of Bidding Document?”** Acceptance of above condition shall be considered as	Accepted

		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.	
10.	~~Declaration on acceptance of "Integrity Pact (IP)"~~	~~Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per Attachment-12 to the Bidding Documents which has been pre-signed by the Employer.~~ ~~Bidders shall certify their compliance on "Integrity Pact" by accepting the following condition:~~ ~~**"Do you certify full compliance to all provisions of Bidding Document?"**~~ ~~On Bidder's acceptance to the above condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been presigned by the Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid, acceptance of above condition by bidder shall mean that all the JV Partner(s)/ Consortium members have read, understood and unconditionally accepted & committed to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been presigned by the Employer and enclosed with the Bidding Documents.~~ ~~On Acceptance of the above condition, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.~~ ~~**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.**~~	~~Accepted~~
11.	Declaration regarding insolvency, bankruptcy and Liquidation	Bidder and along with its Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider are required to unconditionally accept all the conditions of the "Declaration regarding insolvency, bankruptcy and Liquidation)" as per Attachment to the Bidding Documents.	Accepted

		Bidders are required to confirm acceptance of the same by accepting the following condition: “Do you certify full compliance to all provisions of Bidding Document?” Acceptance of above condition shall be considered that Bidder and along with its Parent/Holding/Subsidiary Company, Associate or Collaborator/ Technology Provider has read and understood the ITB & Forms and procedures (Attachment -14) clauses regarding “insolvency, bankruptcy and Liquidation” and its bid is in compliance to this clause. 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.	

Date:
Place:

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

ATTACHMENT - 14

Declaration regarding insolvency, bankruptcy and Liquidation
(To be uploaded online)

1. Format for declaration by the Domestic Bidder "Self-Declaration by the Bidder".

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

It is understood that if any part of this declaration is found to be false, the Employer shall have the right to unconditionally, immediately and outrightly reject my/our bid and forfeit the Bid Security/ EMD. Further, in case the bid has already culminated into a Contract, the Employer shall be entitled to terminate the Contract, without prejudice to any other rights or remedies available to the Employer.

(Seal & Signature of Bidder)

Note:
1. This 'Declaration' should be on the letter head of Bidder
2. The declaration shall be submitted separately as per 14 (2) 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 - 14

Declaration regarding insolvency, bankruptcy and Liquidation
(To be uploaded online)

2. **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 - 14

Declaration regarding insolvency, bankruptcy and Liquidation
(To be uploaded online)

3. **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 14 (4) by the Parent/ Holding/ Subsidiary Company, Associate, Collaborator and Technology provider from whom the Bidder has taken or intend to take technical and/ or financial support for qualification of bid.

ATTACHMENT - 14

Declaration regarding insolvency, bankruptcy and Liquidation
(To be uploaded online)

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

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

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

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

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

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

Note:

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

2. **PROFORMA FOR BANK GUARANTEE & INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

ATTACHMENT - 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……..($) ..... , M/s .....(***)..... having its Registered/Head Office at …….hereafter called the 'Bidder') wish to participate in the said bid for *[Name of package]*..... ($).....

As an irrevocable bank guarantee against Bid Security for an amount of.....(*).....valid 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: 1. (*) The amount shall be as specified in the bidding documents.

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

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

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

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

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.

3. The BG 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.

ATTACHMENT – 1A

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

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

We, the ..... *[Name & address of the Insurer]*
.....having our Head Office at ..... (#)
..... guarantee and undertake to pay immediately on demand by…NTPC
LIMITED [Name of the Employer] *(hereinafter called the 'Employer')* the
amount of
.....(*).....without any reservation, protest, demand
and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder 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 : 1. (*) The amount shall be as specified in the bidding documents.

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

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

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

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

3. List of banks from which bank guarantees for Bid Security / EMD can be accepted

THE BANKS FROM WHICH BANK GUARANTEES FOR

BID SECURITY / EMD CAN BE ACCEPTED

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1Axis Bank Ltd
2Bandhan Bank Limited
3CSB Bank
4City Union Bank
5DCB Bank Ltd
6Dhanlaxmi Bank Ltd
7Federal Bank Ltd
8HDFC Bank Ltd
9ICICI Bank Ltd
10IndusInd Bank Ltd
11IDFC FIRST Bank Limited
12Jammu & Kashmir Bank Ltd
13Karnataka Bank Ltd
14Karur Vysya Bank Ltd
15Kotak Mahindra Bank
16Lakshmi Vilas Bank Ltd
17Nainital Bank Ltd
18RBL Bank Limited
19South Indian Bank Ltd
20Tamilnad Mercantile Bank Ltd
21Yes Bank Ltd
22IDBI Bank Ltd.

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1 AB Bank Ltd
2 Abu Dhabi Commercial Bank PJSC

3 American Express Banking Corporation
4 Australia & Newzealand Banking Group Limited
5 Barclays Bank Plc
6 Bank of America
7 Bank of Bahrain & Kuwait B.S.C.
8 Bank of Ceylon
9 Bank of China Limited
10 Bank of Nova Scotia
11 BNP Paribas
12 Citi Bank NA
13 Cooperatieve Rabobank UA
14 Crédit Agricole Corporate and Investment Bank
15 Credit Suisse AG
16 CTBC Bank Co Ltd
17 DBS Bank India Ltd
18 Deutsche Bank A.G.
19 Doha Bank Q.P.S.C
20 Emirates NBD Bank (PJSC)
21 First Abu Dhabi Bank PJSC
22 FirstRand Bank Ltd
23 HSBC Ltd
24 Industrial & Commercial Bank of China Ltd
25 Industrial Bank of Korea
26 JP Morgan Chase Bank, National Association
27 JSC VTB Bank
28 KEB Hana Bank
29 Kookmin Bank
30 Krung Thai Bank Public Company Ltd
31 Mashreq Bank PSC
32 Mizuho Bank Ltd
33 MUFG Bank, Ltd
34 NatWest Markets Plc
35 PT Bank Maybank Indonesia TBK
36 Qatar National Bank (Q.P.S.C.)
37 Sberbank
38 SBM Bank (India) Ltd
39 Shinhan Bank
40 Societe Generale
41 Sonali Bank Ltd
42 Standard Chartered Bank
43 Sumitomo Mitsui Banking Corporation
44 United Overseas Bank Ltd
45 Westpac Banking Corporation
46 Woori Bank

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

4. BANK GUARANTEE/INSURANCE SURTY BOND VERIFICATION CHECKLIST

BANK GUARANTEE/INSURANCE SURETY BOND VERIFICATION CHECK LIST

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?

Signature of Bidder……..

Name ……..

Designation …….

Seal …….

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

5. FORM OF BANK GUARANTEE IN LIEU OF CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

(BG to be stamped in accordance Stamp Act)

Form of Bank Guarantee towards Performance Security
(To be suitably incorporated by concerned package coordinator)

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 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 as specified in the bidding documents.

(@) 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.

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

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

Sub: Submission of Bank Guarantee Bank Guarantee No.	
Date of Issue	dd.mm.yyyy
Guarantee Amount	Currency Amount
Date of Expiry of BG	dd.mm.yyyy
Last date of lodgement of claim	dd.mm.yyyy
Name, Address and IFSC code of BG issuing Bank	Name: Address: IFSC code:
Contract/Letter of Award/PO No.	
Name & Address of the Applicant / Contractor	Name: Address:

We confirm that SFMS has been sent to your beneficiary bank as below:

ICICI Bank Limited, Connaught Place Branch,
9A, Phelps Building, Inner Circle, New Delhi - 110001
IFSC Code: ICIC0000007

We also confirm the genuineness of the signatures appearing on the said guarantee/extension and further also confirm that the same has been signed by the competent authority of the bank.

Signature with Seal.

Form of Insurance Surety Bond towards Performance Security
(To be suitably incorporated by concerned package coordinator)

(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 as specified in the bidding documents.

(@) 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.

6. PROFORMA FOR EXTENSION OF BANK GUARANTEE

PROFORMA FOR EXTENSION OF BANK GUARANTEE/INSURANCE SURETY BOND

Ref.: Dated: .....

NTPC Limited
.....

Dear Sirs,

Sub.: **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) ..... for (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/Bond No. ..... dated..... for a further period of ..... years/month from ..... to expire on .....

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

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

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Authorised Vide
Power of Attorney No. .....
Dated .....

Date: ..... **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. he extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act (s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank/Insurer issuing the guarantee/bond.

7. PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

PROFORMA OF BANK GUARANTEE FOR LUMPSUM ADVANCE

To,

NTPC Limited
……
……

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 on 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 Proprietory 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.

8. LIST OF BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY DEPOSIT AND BANK GUARANTEE TO BE FURNISHED BY ASSOCIATE CAN BE ACCEPTED

THE BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE / SECURITY DEPOSIT AND BANK GUARANTEE TO BE FURNISHED BY ASSOCIATE CAN BE ACCEPTED

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1Axis Bank Ltd
2Bandhan Bank Limited
3CSB Bank
4City Union Bank
5DCB Bank Ltd
6Dhanlaxmi Bank Ltd
7Federal Bank Ltd
8HDFC Bank Ltd
9ICICI Bank Ltd
10IndusInd Bank Ltd
11IDFC FIRST Bank Limited
12Jammu & Kashmir Bank Ltd
13Karnataka Bank Ltd
14Karur Vysya Bank Ltd
15Kotak Mahindra Bank
16Lakshmi Vilas Bank Ltd
17Nainital Bank Ltd
18RBL Bank Limited
19South Indian Bank Ltd
20Tamilnad Mercantile Bank Ltd
21Yes Bank Ltd
22IDBI Bank Ltd.

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1 AB Bank Ltd
2 Abu Dhabi Commercial Bank PJSC
3 American Express Banking Corporation
4 Australia & Newzealand Banking Group Limited
5 Barclays Bank Plc
6 Bank of America
7 Bank of Bahrain & Kuwait B.S.C.
8 Bank of Ceylon
9 Bank of China Limited
10 Bank of Nova Scotia
11 BNP Paribas
12 Citi Bank NA
13 Cooperatieve Rabobank UA
14 Crédit Agricole Corporate and Investment Bank
15 Credit Suisse AG
16 CTBC Bank Co Ltd
17 DBS Bank India Ltd
18 Deutsche Bank A.G.
19 Doha Bank Q.P.S.C
20 Emirates NBD Bank (PJSC)
21 First Abu Dhabi Bank PJSC
22 FirstRand Bank Ltd
23 HSBC Ltd
24 Industrial & Commercial Bank of China Ltd
25 Industrial Bank of Korea
26 JP Morgan Chase Bank, National Association
27 JSC VTB Bank
28 KEB Hana Bank
29 Kookmin Bank
30 Krung Thai Bank Public Company Ltd
31 Mashreq Bank PSC
32 Mizuho Bank Ltd
33 MUFG Bank, Ltd
34 NatWest Markets Plc
35 PT Bank Maybank Indonesia TBK
36 Qatar National Bank (Q.P.S.C.)
37 Sberbank
38 SBM Bank (India) Ltd
39 Shinhan Bank
40 Societe Generale
41 Sonali Bank Ltd
42 Standard Chartered Bank
43 Sumitomo Mitsui Banking Corporation
44 United Overseas Bank Ltd
45 Westpac Banking Corporation
46 Woori Bank

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

एनटीपीसी
NTPC

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

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

Date : 03rd September 2014

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

Kind Atten: Sh. Sandeep Mishra

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

Dear Sir,

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

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

QUOTE

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

UNQUOTE

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

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

Kindly acknowledge the receipt of this letter

Yours faithfully,

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

Copy for Kind information: ED(CC&M) for kind inf & n.i

एन टी पी सी भवन स्कोप काम्पलेक्स, 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

कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,
11-12 वां तल, 1, टॉलस्टाय मार्ग, नई दिल्ली–110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

Tel. : 23374526, 23374505, 23374541 (AMT-1), 23353022 (DGM & COO), 23701043, 23359506 (A & A), 23352995 (CS), 23352968 (IB)
Fax : 23353101 (Sect.), 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

9. FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

To,

NTPC Limited,
.....
.....
.....
.....

In consideration of the NTP.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 Employer shall be the sole judge of and as to whether the and the decision of the Employer that the said Contractor has so failed 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.

_____

* Refer Note at the end of proforma.

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,
(..... Super Thermal Power Project)

For and on behalf of the
(NTPC Limited,)
(.....Super 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.

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.

10. FORM OF HYPOTHECATION DEED

FORM OF HYPOTHECATION DEED

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
NTPC Limited
Engineering Office Complex,
Plot No. A-8, Sector-24,
NOIDA - 201 301
Distt. Gautam Budh Nagar (U.P.)

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 the 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) .....
(Signature)	
.....	(Name) .....
(Name)	
..... .	Name of Authorised person
(Official Address)	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).

11. PROFORMA OF "CONTRACT AGREEMENT"

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 desirous of execution of the work at ..... District ..... (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 NIT/Tender 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. Notice Inviting Tender No. .....dated ..... and Bidding documents in respect of Specification No. .....issued vide Letter No. .....dated .....consisting of:

i) General Conditions of Contract for O&M 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).

iv) Schedule of Quantities*..... ..... (Section - VII).

v) Integrity pact (IP) signed between the Employer and the Bidder / Contractor

B. Contractor's Proposal No. ..... dated .....including its amendments if any received and opened on .....

D. Agreed Minutes of Meeting held on .....between Employer/NTPC and the Contractor.*

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 for as the same or any part thereof is not in conflict with the Documents (Section I, II, III, IV, V, VI & VII) 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 due the Govt. of India s 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 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) (Name)

2.	:	.....
(Designation)		(Designation)
	:	.....
		(Company's Stamp)
	:	**FOR AND ON BEHALF OF M/S**.....
		.....
		.....
1.	:	.....
(Signature)		(Contractor's Signature)
.....	:	.....
(Name)		(Name)
.....	:	.....
(Designation)		(Designation)
	:	.....
		(Company's Stamp)

NOTE:

* Strike whichever is not applicable.

Here mention the place where contract is signed.

** Applicable in cases of Global Tenders.

12. PROFORMA OF "INDEMNITY BOND" FOR "EMPLOYER ISSUE MATERIALS"

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' and/or '**' (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 witnessth 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 Cont-ract	Max. Qty. at any point of time	Rate @ Rs.	Total amount (Rs. in Millions) for total Qty. in the Contract
a.	b.	c.	d.	e.	f. (c x e)
1.					
2.					
3.					
∑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.

a) ……@ Rs. ..... + 25%.

b) ……@ Rs. ..... + 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-utilized 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, mis-utilized 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 unauthorized 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 authorized 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)

.....
(Official Address)

(Signature).....

(Name of Contractor) …….

Name of the Authorized person
having Power of Attorney.....
Designation.....
Seal.....

Notes:

*** FOR PROPRIETORY 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.)

** Specify as applicable.

13. LETTER OF UNDERTAKING TO BE GIVEN BY CONTRACTOR WHILE FURNISHING THE "INDEMNITY BOND" TO EMPLOYER FOR "EMPLOYER ISSUE MATERIALS"

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 along with 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. ..... : .....plus 25%.

b. ..... : ..... 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.....

14. LETTER OF CONFIRMATION BY THE PROPOSED SUB-CONTRACTOR

…….. PACKAGE
FOR …….. POWER PROJECT/STATION

NIT/Tender NO. ……

Bidder's Name & Address

To,

NTPC Limited,
……..
……..
……..
……..

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 :

Signature.....
Name of Authorised person
having Power 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.

15. PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

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.

b.

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) effected. If so; amount recovered and bill/ MB No.	Whether recovery	Outstanding (cumulative till date)	Remarks ing recoveries
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 .....

***Annexure*:1.1**

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY USSC/CC/Site C&M DEPARTMENT)

CERTIFICATE NO. CCP - 01

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/ C O N T R A C T N O. :**

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 ... ...

Annexure-1.2

PROFORMA FOR DRAWING RECEIPT CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO.CCP- 02

NAME OF PACKAGE:

LETTER OF AWARD/ NOA/ CONTRACT NO.:

NAME OFCONTRACTOR:

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 reproducible as detailed in Annexure enclosed herewith, asper provisions stipulated in the abovementioned LOA/Contract.

Signature ……....

Date ....
Place.....

Name... ... ...
Designation ... ...

Annexure-1.3

PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE

(TO BE ISSUED BY FQA)

CERTIFICATE NO. CCP-03

NAMEOF PACKAGE:

LETTER OF AWARD/ NOA/ CONTRACT NO.:

NAMEOFCONTRACTOR:

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 .....

Name.....

Place.....

Designation ... ...

Annexure-1.4

PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP - 04

NAME OF PACKAGE:

LETTER OF AWARD/ NOA/ CONTRACT NO.:

NAME OF CONTRACTOR:

DATED:

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 .....
Name... ... ...
Designation.....

Date.....
Place.....

Annexure-1.5

PROFORM FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT / EIC)

CERTIFICATE NO. CCP- 05

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/CONTRACT NO.:**

NAME OFCONTRACTOR: **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)

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

Date ..... Signature .....
Place... ....
....

Annexure-1.7

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/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 value	Assessed Value	Shortfall, if any.	liquidated damages Annual
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 ... ...

Annexure-1.8

PROFORMA OF "MATERIAL RECONCILATION" CERTIFICATE

(TO BEISSUED BY EXECUTING DEPARTENT/EIC AND SITE MATERIALS MANAGEMENT)

CERTIFICATE NO. CCP- 08

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.**:

NAME OFCONTRACTOR: **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 .....
Name... ... ...
Place.....
Designation ... ...
Date .....
Place.....

To be counter signed by materials management

Signature ... ...
Name... ... ...
Designation... ... ...

PROPORMA OF "PAYMENT RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY SITE FINANCE)

CERTIFICATE NO. CCP – 09

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.**:

NAME OFCONTRACTOR:: **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.

Recoveries on account of settlement of insurance claims

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 equipment.

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/claim against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY SITE

(TO BE ISSUED BY SITE ACCOUNTS/REGIONAL OFFICE ACCOUNTS IN CASE OF FOREIGN CONTRACTORS)

CERTIFICATE CCP- 09A

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.**:

NAME OFCONTRACTOR: **DATED:**

PROJECT /REGIONAL OFFICE:

This is to certify that,

1) All the payments against the above mentioned LOA/ Contract have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.

2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature ... ...

Date .....
Place.....

Name... ... ...
Designation .....

Enclosure to CCP- 09A

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. All the claims against the Contractor regarding clearance of material from site and vacation of premises allotted for site office, stores.

2. All claims in respect of Training/ Transportation/ Accommodation/ Services provided by Site in respect of the above mentioned LOA/ Contract.

3. Recoveries on account of settlement of insurance claims.

4. Recoveries on account of reconciliation of materials issued to the Contractor.

5. All recoveries on account of wastage and scrap.

6. All recoveries/ claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.

7. All recoveries / Claims (if any) on account of hiring out of NTPC's plant and equipment.

8. All recoveries / claims (if any) on account of water and electricity charges (if applicable)

9. Any other recoveries/claims against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY CORPORATE FINANCE

[TO BE ISSUED BY CORPORATE FINANCE (I.F. DEPTT.) FOR LOA/CONTRACT ON FOREIGN CONTRACTOR]

CERTIFICATE CCP- 09B

NAME OF PACKAGE: **LETTER OF AWARD/ NON CONTRACT NO.**:

NAME OF CONTRACTOR: **DATED:**

PROJECT:

This is to certify that,

1) All the payments against the above mentioned LOA/ Contract released to the Contractor from Corporate Finance (I.F. Deptt.) have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/or other certificates of the Contractor.

2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature ... ...

Date .....
Place.....

Name... ....
Designation ... ...

Enclosure to CCP- 09B

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 variation / 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. Reconciliation on account of settlement of insurance claims.
7. All recoveries / claims (if any) on account of price variation.
8. Royalty charges
9. Any other recoveries/ claims against specific instructions.

ANNEXURE- 1.9C

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE
[TO BE ISSUED BYACCOUNTS DEPTT. OFT&CC OFFICE FOR LOA/CONTRACT ON FOREIGN CONTRACTOR]

CERTIFICATE NO-CCP09C

NAME OFPACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.**:

NAME OF CONTRACTOR: **DATED:**
PROJECT/ REGION:

This is to certify that:

1) All the payments released by this .... **..... T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details (***) enclosed for reconciliation/ settlement/ recovery by them

2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

3) All documents required from the Contractor for reconciliation of the Customs Duty Payment with the Customs Authorities have since been received and those are in order. No recoveries are pending from the Contractor under any of the items noticed.

(This is applicable where the clearance is done by NTPC)

Signature ... ...

Date .....
Place.....

Name... ... ...
Designation ... ...

** *Name of T&CC Office from where payments have been released*
The details will include amount, date when paid, reasons for payment and when debit was given to the concerned Project/Region together with reference thereof, if any.

Note: Strike out whichever is not applicable and initial.

ANNEXURE- 1.10

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 .....
Name... ... ...
Place.....
Designation ... ...

ANNEXURE- 1.11

PROFORMA OF"NODEMAND CERTIFICATE" BYCONTRACTOR
(TO BEISSUED BYTHE CONTRACTOR)

CERTIFICATE NO. CCP-11

NAMEOF PACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.**:

NAME OFCONTRACTOR: **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)

ANNEXURE- 1.12

PROFORMA OFCERTIFICATE FORCOMPLETION OFWARRANTYPERIOD
(TO BEISSUED BY EXECUTING DEPARTMENT/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 .....

Date ..... Place.....

Name... ... ...
Designation ... .

ANNEXURE- 1.13

PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS ETC."

(TO BEISSUED BY SITE 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.....

Name... ... ...

Designation ... ...

Delete whichever is not applicable.

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 :

Place :

Signature .....

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) .....

19. **PROFORMA OF "TRIPARTITE INTEGRITY PACT"**

TRIPARTITE INTEGRITY PACT

TENDER ID / REF. NO. ……..

Between

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 subcontracted 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 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 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/ Subcontractor could be revoked by the Employer if the Contractor/ Subcontractor 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 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 performs 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 Contractor /Sub-contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to 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.

5. The bilateral Integrity Pact dtd. ……..singed between the Employer & the Contractor at the time of bidding shall also be biding 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 member(s) (as applicable)	Sub-contractor
Witness	Witness	Witness	Witness
1.	1.	1.	1.
2.	2.	2.	2.

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)

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

24/2/2023
(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.

23/02/2023

(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.

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

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

Schedule-III

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

ANNEXURE I

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.

l. 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.]

ANNEXURE II

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.

ANNEXURE III

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 (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;

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.]"

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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

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

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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.

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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.

(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 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

Annexure-II(Rev.04) to BDS

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

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

1.0 Definitions:

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

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

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

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

c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

e) **Fraud Prevention 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.

1.1 Minimum Local Content

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

A. @APPLICABLE FOR TENDERS WHERE ONLY CLASS-I LOCAL SUPPLIERS ARE ELIGIBLE TO BID, AS PER PARA 2.1 OF CIRCULAR:

2.1 Eligibility for Participation

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).~~

~~***B. @APPLICABLE FOR TENDERS WHERE ONLY CLASS-I AND CLASS-II LOCAL SUPPLIERS ARE ELIGIBLE TO BID, AS PER PARA 2.2.1 OF CIRCULAR:***~~

~~**2.1 Eligibility for Participation**~~

~~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).~~

~~**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:

****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 L 1. 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 L 1. 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.*

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.	"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 has been given**

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.*

~~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.~~

b. ~~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.*~~

~~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 during execution prior to submission of last bill for payment.

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

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Debarment from Business Dealings of NTPC.

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.

6.0 Local Sourcing

6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out**.**

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

Annexure-II to SCC

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. LOGIN & PASSWORD RELATED
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	What is our password for NTPC Vendor Payment Portal? How to change password? How to Reset Password, if forget password? How to 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 (alphanumerical with at-least one special character) in length. After login go to Option 'My Profile', you will find the change password option. Forget 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. If both 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 (alphanumerical with at-least one special character) in length.
	B. DOCUMENT UPLOADING RELATED

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. OTHERS
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

Annexure-III to SCC

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

From: xxxbank@xx.in

To: bhupeshgupta@ntpc.co.in, monikasagar@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. …….

Annexure-IV to Special Conditions of Contract

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 dvsingh01@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

Annexure-V to Special Conditions of Contract

506076(17)/2022/HYDEL-II SECTION

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 EoIs as well as screening of the candidates.

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

CCIE	Members of CCIE
CCIE-1	Shri Anup Wadhawan, Ex-Secretary (Commerce), GoI
	*Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
	Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank
CCIE-2	Ms. Rashmi Verma, Ex-Secretary (Tourism), GoI
	*Shri Dhirendra 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

Date 28-Feb-2021 **Annexure-VI**

SUBMISSION OF BANK GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

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

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1 AB Bank Ltd

2 Abu Dhabi Commercial Bank PJSC
3 American Express Banking Corporation
4 Australia & Newzealand Banking Group Limited
5 Barclays Bank Plc
6 Bank of America
7 Bank of Bahrain & Kuwait B.S.C.
8 Bank of Ceylon
9 Bank of China Limited
10 Bank of Nova Scotia
11 BNP Paribas
12 Citi Bank NA
13 Cooperatieve Rabobank UA
14 Crédit Agricole Corporate and Investment Bank
15 Credit Suisse AG
16 CTBC Bank Co Ltd
17 DBS Bank India Ltd
18 Deutsche Bank A.G.
19 Doha Bank Q.P.S.C
20 Emirates NBD Bank (PJSC)
21 First Abu Dhabi Bank PJSC
22 FirstRand Bank Ltd
23 HSBC Ltd
24 Industrial & Commercial Bank of China Ltd
25 Industrial Bank of Korea
26 JP Morgan Chase Bank, National Association
27 JSC VTB Bank
28 KEB Hana Bank
29 Kookmin Bank
30 Krung Thai Bank Public Company Ltd
31 Mashreq Bank PSC
32 Mizuho Bank Ltd
33 MUFG Bank, Ltd
34 NatWest Markets Plc
35 PT Bank Maybank Indonesia TBK
36 Qatar National Bank (Q.P.S.C.)
37 Sberbank
38 SBM Bank (India) Ltd
39 Shinhan Bank
40 Societe Generale
41 Sonali Bank Ltd
42 Standard Chartered Bank
43 Sumitomo Mitsui Banking Corporation
44 United Overseas Bank Ltd
45 Westpac Banking Corporation
46 Woori Bank

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