

NTPC LIMITED
(A Government of India Enterprise)



VOLUME I
SECTION – II

GENERAL PURCHASE CONDITIONS

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The Special Purchase Conditions (SPC) will supersede any related conditions anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

1.0	Definitions and Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Contract” means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.</p> <p>“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>“GPC” means the General Purchase Conditions.</p> <p>“SPC” means the Special Purchase Conditions.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Employer” means NTPC Ltd., New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Employer.</p> <p>“Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.</p> <p>“Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>“Government” means the Government of the Employer’s country ie INDIA.</p> <p>“Local Currency” means the currency of the Government of India.</p> <p>“Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and</p> <p>Law Governing the Contract: The Contract, its meaning and</p>
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		<p>interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
		<p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
		<p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
2.0	Contract Documents	<p>The Employer shall send to the successful Bidder the Purchase Order / Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order / Service Order as a token of acceptance. Successful bidder on whom Purchase Order / Service Order is placed shall hereinafter be called Supplier.</p>
3.0	Order of the precedence of the Documents	<p>The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> a. Purchase Order/Service Order along with its annexures. b. Amendment to Bidding Documents c. Special Purchase Conditions d. Technical Specifications & Scope of Work & Field Quality Assurance plan e. General Purchase Conditions f. The Bid and BOQ submitted by the Supplier g. Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p>
4.0	Language	<p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.</p>
5.0	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>

6.0	Headings	The headings and marginal notes in the General Purchase Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
7.0	Incoterms	Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
8.0	Construction Of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
9.0	Amendment	No amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Supplier.
10.0	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
11.0	Non-Waiver	<p>(i) Subject to GPC clause 11.0 (ii), no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(ii) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
12.0	Notices	<p>Unless otherwise stated in the Purchase Order/Service Order, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract.</p> <p>In case of Purchase Orders, all notices to be given under the Contract shall be addressed to Signatory of the Purchase Order and in case of Service Orders, all notices to be given under the Contract shall be addressed to Engineer-in-charge.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other</p>

		party in writing.
13.0	Governing Laws	The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.
14.0	Settlement of Disputes	
14.1	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. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.	
14.2	Resolution of Dispute through Expert Settlement Council If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.	
14.2.1	Invitation for Conciliation	(i) A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. 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. (ii) Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs. (iii) If the party initiating Conciliation does not receive a reply within thirty 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.
14.2.2	Conciliation	(i) Where Invitation for Conciliation has been furnished under GPC sub clause 14.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.

		<p>(ii) ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NTPC. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.</p> <p>(iii) The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors / Directors / Chairman 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 and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.</p>												
<p>14.2.3</p>	<p>Proceedings before ESC</p>	<p>(i) The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder / additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>(ii) The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> a. Chronology of the dispute b. Brief of the contract c. Brief history of the dispute d. Issues <table border="1" data-bbox="630 1317 1409 1460"> <thead> <tr> <th style="background-color: #cccccc;">Sl. No.</th> <th style="background-color: #cccccc;">Description of Claims / Counter claims</th> <th style="background-color: #cccccc;">Amount (in foreign currency / INR)</th> <th style="background-color: #cccccc;">Relevant Contract Clause</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <ol style="list-style-type: none"> e. Details of Claim(s) / Counter Claim(s) f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract. <p>Statement of claims shall be restricted to maximum limit of 20 pages.</p> <p>(iii) 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.</p> <p>(iv) 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 NTPC who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of</p>	Sl. No.	Description of Claims / Counter claims	Amount (in foreign currency / INR)	Relevant Contract Clause								
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		<p>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.</p> <p>(v) ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD, NTPC may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.</p> <p>(vi) 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.</p>																								
14.2.4	Fees & Facilities to the Members of the ESC	<p>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:</p> <table border="1" data-bbox="539 1066 1409 1991"> <thead> <tr> <th data-bbox="539 1066 611 1133">Sl</th> <th data-bbox="611 1066 890 1133">Fees/ Facility</th> <th data-bbox="890 1066 1409 1133">Entitlement</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 1133 611 1361">1</td> <td data-bbox="611 1133 890 1361">Fees</td> <td data-bbox="890 1133 1409 1361">As paid to NTPC Independent Directors [Presently INR 20,000 per meeting]. In addition each conciliator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement – maximum of INR 2,10,000 per case per Conciliator.</td> </tr> <tr> <td data-bbox="539 1361 611 1413">2</td> <td data-bbox="611 1361 890 1413">Secretarial expenses</td> <td data-bbox="890 1361 1409 1413">INR 10,000 lump sum (to 1 member)</td> </tr> <tr> <td data-bbox="539 1413 611 1496">3</td> <td data-bbox="611 1413 890 1496">Transportation in the city of the meeting</td> <td data-bbox="890 1413 1409 1496">Car as per entitlement or INR 2,000 per day</td> </tr> <tr> <td data-bbox="539 1496 611 1547">4</td> <td data-bbox="611 1496 890 1547">Venue for meeting</td> <td data-bbox="890 1496 1409 1547">NTPC conference rooms</td> </tr> <tr> <td colspan="3" data-bbox="539 1547 1409 1608">Facilities to be provided to the out -stationed member</td> </tr> <tr> <td data-bbox="539 1608 611 1843">5</td> <td data-bbox="611 1608 890 1843">Travel from the city of residence to the city of meeting</td> <td data-bbox="890 1608 1409 1843">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.</td> </tr> <tr> <td data-bbox="539 1843 611 1991">6</td> <td data-bbox="611 1843 890 1991">Transport to and fro airport/railway station in the city of residence</td> <td data-bbox="890 1843 1409 1991">Car as per entitlement or INR 3,000</td> </tr> </tbody> </table>	Sl	Fees/ Facility	Entitlement	1	Fees	As paid to NTPC Independent Directors [Presently INR 20,000 per meeting]. In addition each conciliator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement – maximum of INR 2,10,000 per case per Conciliator.	2	Secretarial expenses	INR 10,000 lump sum (to 1 member)	3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day	4	Venue for meeting	NTPC conference rooms	Facilities to be provided to the out -stationed member			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 INR 3,000
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		7	Stay for out stationed members	As per entitlement of Independent Directors.
		8	Transport in the city of meeting	Car as per entitlement or INR 2000 per day
	Aforesaid fees is subject to revision by NTPC 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.			
14.2.5	If decision of NTPC is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance 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.			
14.2.6	The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.			
14.3	Arbitration			
14.3.1	<p>If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses 14.1 & 14.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), 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. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount 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 claim amount is only up to Rs. 5 lakhs.</p> <p>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months. The parties shall not invoke arbitration other than in the case of completion of the Facilities or the termination of the contract as mentioned above.</p> <p>Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department / Enterprise / Organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of INR25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved through Conciliation as brought out at GCC Sub Clause 14.2 above</p>			

14.3.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GPC Sub Clause 14.3.1, shall be finally settled by arbitration.												
14.3.3	Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NTPC from the List of empaneled Arbitrators of NTPC in the following manner :-												
	a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the other party.												
	b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NTPC to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.												
	c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.												
	<p>d) The Arbitrators shall be paid fees at the following rates:</p> <table border="1" data-bbox="336 891 1407 1406"> <thead> <tr> <th data-bbox="336 891 632 999">Amount of Claims and Counter Claims (excluding interest)</th> <th data-bbox="632 891 1407 999">Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 999 632 1043">Up to INR 50 lakhs</td> <td data-bbox="632 999 1407 1043">INR 10,000/- per meeting subject to a ceiling of INR 1,00,000/-.</td> </tr> <tr> <td data-bbox="336 1043 632 1122">Above INR 50 lakhs to INR 1 Crore</td> <td data-bbox="632 1043 1407 1122">INR 1,35,000/- plus INR 1,800/- per lakh or a part there of subject to a ceiling of INR 2,25,000/-.</td> </tr> <tr> <td data-bbox="336 1122 632 1223">Above INR 1 crore and up to INR 5 Crore</td> <td data-bbox="632 1122 1407 1223">INR 2,25,000/- plus INR 33,750/- per crore or a part thereof subject to a ceiling of INR 3,60,000/-.</td> </tr> <tr> <td data-bbox="336 1223 632 1323">Above INR 5 Crore and up to INR 10 Crore</td> <td data-bbox="632 1223 1407 1323">INR 3,60,000/- plus INR 22,500/- per crore or a part thereof subject to a ceiling of INR 4,72,500/-.</td> </tr> <tr> <td data-bbox="336 1323 632 1406">Above INR 10 Crore</td> <td data-bbox="632 1323 1407 1406">INR 4,72,500 plus INR 18,000/- per crore or part thereof subject to a ceiling of INR 10,00,000/-.</td> </tr> </tbody> </table> <p data-bbox="336 1429 1407 1514">If the 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 as brought out above</p>	Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties.	Up to INR 50 lakhs	INR 10,000/- per meeting subject to a ceiling of INR 1,00,000/-.	Above INR 50 lakhs to INR 1 Crore	INR 1,35,000/- plus INR 1,800/- per lakh or a part there of subject to a ceiling of INR 2,25,000/-.	Above INR 1 crore and up to INR 5 Crore	INR 2,25,000/- plus INR 33,750/- per crore or a part thereof subject to a ceiling of INR 3,60,000/-.	Above INR 5 Crore and up to INR 10 Crore	INR 3,60,000/- plus INR 22,500/- per crore or a part thereof subject to a ceiling of INR 4,72,500/-.	Above INR 10 Crore	INR 4,72,500 plus INR 18,000/- per crore or part thereof subject to a ceiling of INR 10,00,000/-.
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Above INR 10 Crore	INR 4,72,500 plus INR 18,000/- per crore or part thereof subject to a ceiling of INR 10,00,000/-.												
	<p>e) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:</p> <ul style="list-style-type: none"> (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. 												
	<p>f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <ul style="list-style-type: none"> (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. 												

	g) 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.	
	h) The Arbitration shall be held at Delhi only or any other location specified in SPC.	
	i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.	
	j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.	
14.3.4	In case the Indian Contractor is a Central Government Department / Enterprise / organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be referred for resolution to the Permanent Machinery of Arbitrators (PMA) of the Department of Public Enterprises, Government of India as per Office Memorandum No. 4(1) 2011-DPE(PMA)-GL dated 12.06.2013 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.	
14.4	Notwithstanding any reference to the 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.	
15.0	Scope	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.</p> <p>b. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>c. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
16.0	Price Basis	As detailed in SPC.
17.0	Insurance	As detailed in SPC.
18.0	Freight	As detailed in SPC.
19.0	Delivery schedule	<p>The delivery Period shall commence from date of the Purchase Order / Service Order unless stated otherwise in the SPC.</p> <p>The Delivery of the Goods and Completion of the related Services shall</p>

		be in accordance with the Delivery and Completion Schedule as per SPC.
20.0	Contract price	The Contract Price shall be as specified in the Purchase Order / Service Order.
21.0	Payment terms	<p>Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Employer specifying the amount due.</p> <p>Payment shall be released within thirty (30) days of receipt of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA, subject to acceptance of the materials. .</p> <p>In cases of any discrepancy observed by the Employer in Supplier's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Supplier's bill/invoice/debit note by the Employer. The Supplier 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 Supplier on any part of the bill/invoice, within ten (10) days of submission of clarification by the Supplier, the Supplier shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Supplier. 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 Supplier within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Supplier is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Supplier.</p> <p>Further, in case of rejection of part material against a particular P.O., the Payment against part accepted material shall be processed as per payment procedure and Supplier shall be intimated regarding reasons and details of rejected material. Credit notes (as defined in GST act) as applicable for such part may be issued based on original invoice already issued. The original invoice value will get reduced to the extent of such credit notes. The bill for the replaced material shall be separately submitted for future consideration of the Employer.</p> <p>In the event of dispute, the same shall be dealt as per contract provisions of dispute resolution.</p> <p>The Employer has established a Vendor Bill submission & tracking System where vendor shall submit their bill / invoice and may track its status.</p>

		<p>Our Standard Payment terms are as under:</p> <p>For Supplies: The payment would be made within 30 days-of receipt-of materials, subject to acceptance of same.</p> <p>For AMC / CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by NTPC at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period</p>
22.0	Procedure of payment	<p>Payment shall be released on submission of invoice along with supporting documents as sought in the Purchase Order, on certification by Stores/ Engineer-In-Charge of NTPC.</p> <p>For all the cases where payment documents are to be directly submitted to NTPC (excluding Payment through Bank cases), the Invoice and supporting document(s) as required in the Purchase Order have to be Digitally Signed with class III digital signature and uploaded in the NTPC Vendor Payment Portal. Submission of documents in physical form shall not be accepted by NTPC unless otherwise asked for in the PO.</p>
23.0	Tax deduction at source	Tax deduction at source shall be governed as per prevailing rules.
24.0	Contract performance Guarantee (CPG) / PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> • A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender or as per SPC) • An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. <p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p>

		<p>e. FOR AMC / CMS PERIOD</p> <p>The bidder shall be required to furnish a CPG equivalent to 5 % of the total order value towards AMC/CMS valid for AMC / CMS Period plus a period of 3 months beyond the Annual Maintenance /Comprehensive Maintenance Services Contract period.</p> <p>This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. CPG, Warranty, Guarantee clause as specified in the SPC shall prevail. 2. <i>In case CPG is submitted by way of Bank Guarantee, while issuing the physical BGs, the Supplier'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 in the Special Purchase Conditions.</i> 3. CPG/PBG has to be submitted in original to the office of Employer placing the purchase order / contract unless otherwise mentioned in the said document.
<p>25.0</p>	<p>Taxes and duties</p>	<ol style="list-style-type: none"> i. "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 Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under

		<p>the Order/Contract.</p> <p>viii. In case of bid received from unregistered dealer, 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.</p> <p>ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty / VAT / CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order / Contract, the Supplier's right to payment under the Order / 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.</p> <p>xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order / Contract are liable to GST deduction at source.</p> <p>xiii. 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 Order / Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier 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.</p> <p>xvi. Supplier 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.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p>
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26.0	Entry tax	Subsumed in GST.
27.0	Road permit	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
28.0	Authorized representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.
29.0	Packing	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p>
30.0	Warranty	<p>The provision of Warranty shall be as per SPC /Technical Specification.</p> <p>Our general terms are:</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under use in the normal conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.</p> <p>d) The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding</p>

		on the supplier.
31.0	Patents	<p>All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p>
32.0	Indemnification	<p>The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p>

33.0	Inspection and tests	<p>All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>
34.0	Removal of rejected goods and replacement	<p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>
35.0	Liquidated damages	<p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.</p>
36.0	Amendment/ modification of contract	<p>Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.</p>
37.0	Payment at reduced rates	<p>If the goods supplied are not according to specifications stipulated in the order, NTPC may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by NTPC.</p>
38.0	Change in laws and regulations	<p>If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p>
39.0	No breach of	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in</p>

	contract	<p>so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
40.0	Obligations of the Supplier	<p>The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.</p>
41.0	Force majeure	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <p>(i) terrorist acts,</p> <p>(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,</p> <p>(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.</p> <p>(b) 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 there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) 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 by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate</p>

		<p>the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days 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 the dispute shall be resolved in accordance with Clause 14.0 (Settlement of Disputes)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Supplier herein.</p>
<p>42.0</p>	<p>Termination</p>	<p>The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e) below:</p> <ul style="list-style-type: none"> (a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; (b) if the Supplier becomes insolvent or bankrupt; (c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.</p> <p>(e) if the Employer, at its sole discretion, decides to terminate this</p>

		<p>Contract.</p> <p>In event of termination of Order / Contract, the Employer shall pay to the Supplier / Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier / Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order / Contract.</p>
43.0	Risk purchase	<p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>
44.0	Limitation of Liability	<p>cept in cases of criminal negligence or willful misconduct, 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</p> <p>The aggregate liability of the either party to the other party, 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.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
45.0	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.ntpctender.com. The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
46.0	Integrity Pact	<p>NTPC has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com.</p> <p>The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employers tender website http://www.ntpctender.com.</p> <p>Note: In case Integrity Pact is applicable for the particular tender, the same shall be specified in the SPC.</p>
47.0	No Claim for interest or	<p>47.1 Interest on money due to the contractor/vendor: No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall</p>

	damage	<p>the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him.</p> <p>47.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever</p>
Important Note	<p>The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.</p>	

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NTPC LIMITED

(A Government of India Enterprise)



VOLUME I

SECTION – I

INSTRUCTION TO BIDDERS



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1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.																			
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.																		
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1"> <tr> <td>NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Process & Procedures for Reverse Auction</td> </tr> <tr> <td>Volume-I, Section-IV</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions for Reverse Auction</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>In case of Open Tender, Bidding Documents can be downloaded from the NTPC procurement website. However, the payment towards cost of Bidding Documents is to be made along with the Earnest Money Deposit separately.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Process & Procedures for Reverse Auction	Volume-I, Section-IV	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-II, Section-I	Special Purchase Conditions for Reverse Auction	Volume-III	Technical specifications & Scope of work	Bill of Quantity	Bill of Quantity (BOQ)
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Bill of Quantity	Bill of Quantity (BOQ)																			
4.0	Benefits To MSEs	<p>Government of India through Ministry of MSME, Vide MSME Noitification S.O. 2119(E) dtd 26.06.2020, has reclassified MSME, wef 01.07.2020 as follows,</p> <p>A Micro Enterprise, where the investment in plant & machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.</p> <p>A Small Enterprise, where the investment in plant & machinery or</p>																		



	<p>equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.</p> <p>A Medium Enterprise, where the investment in plant & machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.</p> <p>Micro and Small Enterprises (MSEs) registered with the following, before 30th June 2020 shall continue to be valid for a period up to 31.03.2021.</p> <p>District Industries Centres Khadi and Village Industries Commission Khadi and Village Industries Board Coir Board National Small Industries Corporation Directorate of Handicrafts and Handloom, Registered under Udyog Adhaar Memorandum (UAM), Udyam Registration Certificate or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>Hence, till 31.03.2021, the registered bidders, who wish to submit valid MSE Registration documents, other than Udyam Registration Certificate, as a proof of being a MSE shall submit a certificate by a Practicing Chartered Accountant, for investment in Plant & machinery/equipment, audited turnover and classification of the bidders as MSME as per MSME Notification S.O.2119(E) dtd 26.06.2020, in the format appended at Annexure-14.</p> <p>From 01.04.2021, Udyam Registration Certificate shall be the only valid MSME Registration document.</p>
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	<p>MSE vendor registered for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>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).</p> <p>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:</p> <ol style="list-style-type: none"> Award shall be given to L1 bidder if L1 bidder is a MSE. 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. If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 “Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy.” MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.</p> <p>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.</p>
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	<p>Note: Generally, in tenders having Itemise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Packagewise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.</p> <p>MSE bidder will furnish an Undertaking along with the Bid as under:</p> <p>i) WHERE ITEM WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits, bidder shall confirm that some or all of the items offered / quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration / undertaking by bidder at Annexure- A1.</p> <p>ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:</p> <p>For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a pre requisite for extending MSE benefits of purchase preference.</p> <p>In case, Bidder is not a manufacturer of all such items which are a prerequisite for extending MSE benefits of purchase preference, but is a manufacturer of atleast one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated / treated as Non-MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p>
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		Format for declaration / undertaking by bidder at Annexure-A2.
4.1	Preference to Make in India and granting of purchase preference to local suppliers	<p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p> <p>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, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.</p> <p>Note : Please refer Special Purchase Condition 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.</p>
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p>



		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 e-tender portal.
7.0	Corrigendum/ Amendment to Bidding Documents	<p>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.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender 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.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>



10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Tender Fee, if applicable (b) Earnest Money Deposit, if applicable (c) Integrity Pact, if applicable (d) Authority/Power of Attorney to sign the bid (e) Acceptance of General Technical Evaluation, if applicable (f) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) (f) Conformity to the Technical Specifications & Scope of Work (h) EFT Form, Registration details etc. (i) Priced Bill of Quantity (BOQ) (j) Declaration of local Content , if applicable (k) Any other details required in the Bid Document.
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis stipulated in the SPC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	Earnest Money Deposit /Bid Security (EMD)	
14.1	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) in a sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.	
14.2	<p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <ul style="list-style-type: none"> 1) Demand draft drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE 	



		<p>CONDITIONS (SPC) to this bidding document</p> <p>OR</p> <p>2) Banker's cheque drawn in favour of NTPC Ltd. Payable at the Station inviting tender as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document</p> <p>OR</p> <p>3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹20,000/- (Rupees Twenty thousand only)</p> <p>OR</p> <p>4) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p> <p>In case of E-Payment , upon successful E-payment on the portal, a e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD.</p>
	14.3	<p>The EMD (in case submitted by way of DD/BC/BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case of E-payment, copy of e-receipt shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case acceptable EMD is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p>
	14.4	<p>In case of Two Stage bidding process, the EMD (in case of Stage-I (Techno-Commercial Bid) and extension of EMD (in case of Stage-II (Price Bid) shall be furnished in a sealed envelope.</p>
	14.5	<p>Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite EMD extension (in case EMD submitted by way of BG) in a sealed envelope shall be rejected by the Employer as being non-responsive and the online Bid shall be</p>



		rejected by EMPLOYER and off-line bid returned to the Bidders.
	14.6	<p>In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation of report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.</p>
	14.7	The Earnest Money Deposit of the successful Bidder to whom the Purchase Order/Contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.
	14.8	<p>The EMD may be forfeited</p> <ol style="list-style-type: none"> If the Bidder withdraws or varies its Bid during the period of Bid validity; If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub Clause 29.0; If any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents; In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award /Purchase Order/Service Order. In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O /LOA If the bidder / his representative commit any fraud while competing for this Purchase Order/contract pursuant to Fraud



		<p>Prevention Policy of NTPC.</p> <p>g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.</p>
15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p>
16.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p>
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 01 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p>



		<p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
20.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
20.1	PHYSICAL BID	
20.1.1	EARNEST MONEY DEPOSIT etc.	<p>Unless otherwise specified in the SPC, following Documents to be submitted in physical form (as brought out at ITB clause 14.0) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions:</p> <ul style="list-style-type: none"> (i) Bid Form 1 (ii) The Earnest Money Deposit (if applicable) in accordance with ITB Clause 14.0 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iii) The Tender Fee (if applicable) in accordance with the Tender/



		<p>MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0</p> <p>(iv) The ‘Integrity Pact’ (if applicable) as per of Annexure 13 of Volume I Section IV duly signed by the signatory authorized to sign the bid</p> <p>(v) Authority/Power of Attorney to sign the bid</p> <p>All the above shall be put in one envelope. The envelope shall be addressed to the Employer at the address given in the Special Purchase Conditions and bear the Tender Reference number, Title, Tender Id, Date of Opening of Bid.</p> <p>These documents will be checked before opening of the on-line Techno-commercial bid and only those bids where valid documents are available will be allowed for opening.</p> <p>Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender.</p> <p>NTPC shall not be responsible for any loss or delay in transit of these documents.</p>
20.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.</p>
20.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE (if Applicable)	<p>The bidder shall furnish Scanned copy of following:</p> <p>(a) Earnest Money Deposit (if applicable)</p> <p>(b) Tender Fee (if applicable)</p>
(B)	COVER TYPE – TECHNICAL	<p>(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <p>(i) Bidder’s Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)</p> <p>(ii) Documents in support of meeting QR stipulated in the tender.</p>



		<p>(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter (format attached at Annexure-13 of Standard formats section) from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTPC to add the dealer to enable the dealer/distributor/channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.</p> <p>Any other documents asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.</p> <p>The bidders shall upload the following:</p> <ol style="list-style-type: none"> (a) Copy of Power of Attorney/Authorisation to sign the bid (b) Eligibility and Conformity to the Technical Specifications & Scope of Work (c) Catalogues, Technical Data Sheets etc. (d) Documents asked for in the Technical Specifications & Scope of Work (d) EFT Form (e) Registration Details (f) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.
		<p>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p>



20.2.2	Price Bid (COVER TYPE – FINANCE)	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	Documents to be uploaded in the format stipulated in the tender.	
	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions</p>



		<p>before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit , pursuant to ITB Clause 14.8(a) above.</p>
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing Earnest Money Deposit, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received off line (except in those cases where EMD, Tender Fee & Integrity</p>



		<p>Pact is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit/EMD, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received, Employer shall allow only those on line bids to be opened whose EMDs, Tender Fee and Integrity Pact (if applicable) have been received in NTPC and are adequate and acceptable as per conditions of the bid document. Any other document specified in SPC to be submitted along with EMD shall also have to be submitted.</p> <p>In case requisite Earnest Money Deposit pursuant to ITB Clause 14.0, and/or Integrity Pact (IP) as per provision of Integrity Pact specified in SPC are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Any other document specified in SPC to be submitted along with EMD shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	<p>Price Bid Opening</p>	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>



24.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. 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 Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>
25.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>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 EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>



26.0	Qualification	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 12 of Volume I Section IV of the bidding documents. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC).</p> <p>(b) The reference Works/Orders/declared Orders, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to Qualifying requirements.</p> <p>(c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be</p>
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		<p>offered by the bidder.</p> <p>EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure 12 of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>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.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and</p>
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		<p>his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination Of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/exceptions, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.



30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>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.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> □ The bid price as quoted as per Bill of Quantity (BOQ) □ Price adjustment for correction of discrepancy. □ Price adjustment due to discounts offered; □ Price adjustment due to Price Preference, pursuant to ITB clause 4.0 and 4.1 , if applicable □ Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; □ Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily , as per provisions of clause 4.0</p>



		<p>and 4.1, if applicable.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder</p>



		<p>recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 02 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC ?”</p> <p>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 Earnest Money Deposit shall be forfeited.</p>
39.0	Banning Policy	<p>The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website http://www.ntpctender.com. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor under GPC clause 42 (a) to (d) or any of the grounds detailed in the said Banning Policy.</p> <p>Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at Annexure 03 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC ?”</p>
40.0	Integrity Pact	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt</p>



		<p>influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer's tender website http://www.ntpctender.com.</p> <p>If asked for in the SPC, a signed copy of the Integrity Pact is to be submitted with the EMD as indicated in the SPC.</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
	Important Note	<p>The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</p>



Annexure – I to ITB

Preference to Make In India and granting of purchase preference to 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 purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

- a) 'Local content' means the amount of value added in India which shall be the total value of the goods and services procured (excluding net domestic indirect taxes) minus the value of imported content in the goods and services (including all customs duties) as a proportion of the total value, in percent.
- b) 'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- 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 local supplier may be above the L1 for the purpose of purchase preference.
- e) 'Nodal Ministry' means the Ministry or Department identified in respect of a particular item of goods or services or works
- f) Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpetender.com>.

2.0 Minimum local content

2.1 The minimum local content shall be*.....

* For Minimum Local Content Value as applicable Refer Special Purchase Conditions(SPC)/Special Conditions of Contract (SCC) clause
 “Preference to Make in India and granting of purchase preference to local suppliers for this tender”



3.0 Margin of Purchase Preference

3.1 The margin of purchase preference shall be 20%.

4.0 Requirement of Purchase Preference:

4.1 Purchase preference shall be given to local suppliers as specified hereunder:

****a)** In cases of Procurement of goods (Supply Contracts / Purchase Contracts), procurement of services (Service Contracts), Procurement of goods and services (composite tenders i.e. Supply cum Installation / Supply-cum-Installation-cum-Civil / Civil Works Contracts), where preference to MSE is not being given:

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract will be awarded to L1.
- i) If L1 bid is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
- i) In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the 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 local suppliers within the margin of purchase preference matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- iv) For the purpose of matching of lowest evaluated bid (L1) price, the 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). 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.

Note: **1) 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.

**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the 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

**b) In cases of Procurement of goods / services (where preference to MSE is not being given), where the tendered quantity is to be divided / split among more than one bidder and condition pertaining to splitting of quantity is specified in tender documents:

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.
- i) If L 1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.



- i) For the purpose of matching of lowest evaluated bid (L1) price, the 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). 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.

Note: **1) 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.

**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the 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

- **c) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is not possible:

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- i) If L1 bid is from an MSE, the contract will be awarded to L1.
- i) If L1 Bid is not from an MSE, 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 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 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.

- iv) In case none of the MSEs within the 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 bid is from a local supplier.
- v) If L1 is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the 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 local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the MSE / 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). 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.

Note: **1) 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.

**2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / 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

**d) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.
- iii) If L 1 bid is from an MSE who is not a local supplier,
 - 50% of the order quantity shall be awarded to L1.
 - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
 - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iv) If L 1 bid is from a Local supplier who is not an MSE,
 - 75% of the order quantity shall be awarded to L1.
 - Thereafter, 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.

- In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.
- v) If L 1 bid is from a bidder who is not a Local supplier and not an MSE,
- 50% of the order quantity shall be awarded to L1.
 - Thereafter, 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 local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity [50% of the ordered quantity – quantity awarded on MSEs] subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
 - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.



- vi) For the purpose of matching of lowest evaluated bid (L1) price, the 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). 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.

Note: **1) 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.

- **2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / 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.

** Bidders please Refer Special Purchase Conditions clause “ Preference to Make In India and granting of purchase preference to local suppliers “ for the conditions to this tender

5.0 Verification of Local Content:

- 5.1 The local supplier shall be required to provide, in the relevant Attachment of Price Bid, self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per relevant Attachment of Price Bid.
- 5.2 In cases the total bid price of the supplier / bidder is in excess of INR 10 crore, the 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.
- 5.3 False declarations will be dealt in line with the Fraud Prevention Policy of NTPC.

5.4 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 preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Attachment of Price Bid.

6.0 Local Sourcing

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 12C

Declaration on Local Content

Dear Sirs,

We have read the provisions of “Preference to Make In India and 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 purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is% of our total bid price for complete scope of work for# as per details given below.

Sl. No. of BOQ	Description of Goods & Services	Quantity/ Weight	% of Total bid Price	Details of the location(s) at which the local value addition is made

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

This para is applicable in packages with estimated value exceeding INR 10 crores.

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.



Yours truly,

Date

Signature.....

Place

Name.....

Designation

Name of Bidder

Seal.....

name of the package / tender (Refer The tender specific format would be available in Annexure 12C of SPC .



NTPC LIMITED

(A Government of India Enterprise)



VOLUME – I

SECTION IV

STANDARD

FORMATS & CHECK

LISTS ETC.



ANNEXURES

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Bid Form 1

EMD BID SUBMISSION FORM
(To be submitted with EMD)

Ref No.

Date

To,

.....

..... Power Station

NTPC Limited,

.....

.....

Dear Sirs,

We have read and examined the bid documents in respect of NIT no relating to Package.

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- We hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
- We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

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

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.



- Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of 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.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Bid' by NTPC.
- We confirm that the prices quoted by us are firm and shall not be subject to any variation for the entire period of the contract. We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'EMD' comprising the following as per prescribed format by way of BG/DD/BC/E-payment receipt no. dated for Rs. issued by
- We hereby enclose the Authority to sign the bid.
- We hereby enclose the EFT form duly filled and certified by Bank alongwith cancelled cheque.
- Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted as per provisions of the tender documents.

Yours truly,

Date

Signature.....

Place

Name

Designation

Name of Bidder

Seal



Annexure – 01

CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS
(Certificate of "NIL" Deviation)
Towards COMPLIANT BID

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....
..... Power Station
NTPC Limited,
.....
.....

Dear Sir,

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

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

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

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

(Acceptance to be given On Line on the system under GTE)



Annexure 02

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....
..... Power Station
NTPC Limited,
.....
.....

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate / collaborator / sub_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

(Acceptance to be given On Line on the system under GTE)



DECLARATION ON BANNING POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....

..... Power Station/Project

NTPC Limited,

.....

.....

Dear Sir,

- 1) We have read the contents of the Banning Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) Our 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) We further declare asunder:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC Limited 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.

(Acceptance to be given On Line on the system under GTE)



Annexure- 04

CERTIFICATE OF COMPLIANCE ON QUALIFYING REQUIREMENT

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....
..... Power Station/Project
NTPC Limited,
.....
.....

Dear Sir,

With reference to our Bid proposal for the tender we hereby confirm that the number of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements quoted by us in Annexure 12 in the bid, for establishing compliance to the specified Qualifying Requirements (QR) are not more than the number specified in Special Purchase Conditions (SPC).

We confirm that the reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared more than the number specified in the Special Purchase Conditions (SPC) shall not be considered for evaluation/establishing compliance to Qualifying Requirements (QR).

We further confirm that no change or substitution in respect of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements as declared in our bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for meeting the specific Qualifying Requirement (QR) shall be offered by us.

(Acceptance to be given On Line on the system under GTE)



Annexure 05

DETAILS OF PAN and GSTIN

To,

.....

..... Power Station

NTPC Limited,

.....

.....

Dear Sir,

The details of our registration in line with the various authorities are as under:

- (a) PAN number

Our PAN number is asunder:

Permanent Account Number	
--------------------------	--

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

- (b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
-------	--

Note : Copy of registration with up to amendment to be enclosed.



E.F.T.Form

To,

.....
 Power Station
 NTPC Limited,

Dear Sirs,

We, hereby authorize 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 STDCODE)

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

C) BRANCH ADDRESS

PIN CODE																				

D) BANK FAX NO (WITH STDCODE)

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

E) BRANCH CODE

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

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

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

G) 11 DIGIT IFSC CODE OF THEBANK

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

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 the Employer responsible

SIGNATURE

DATE

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

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

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

DATE

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

SIGNATURE

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

Encl: Blank Cheque

OFFICIAL STAMP



Annexure 07

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOST/ BID SECURITY
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

To,

NTPC Limited,

.....

Dear Sirs,

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

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

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

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



In witness whereof the Bank, through its authorized officer has set its hand and stamp on this Day20..... at

Signature.....
 Name.....
 Designation.....
 Bank's Common Seal.....
 Power of Attorney No.....

Note:

1. (*) The amount shall be as specified in the NIT/Bidding Documents.
 - (**) This shall be the date of opening of bids.
 - (***) Write the name and address of the Bidder.
 - (#) Complete mailing address of the Head Office of the Bank to be given.
 - (@) This date shall be forty five days beyond the validity of bid.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
 3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.
 4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
 5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.



Annexure-08

FORM OF EXTENSION OF BANK GUARANTEE
(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.:

Date:

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

Dear Sirs,

Subject: Extension of Bank Guarantee No. dated.....for
..... [indicate value of bank guarantee].....favouring
yourselves expiring on on account of M/s
(Name of Bidder).....in respect of Contract for..... (Insert
Package name)..... , (hereinafter called original Bank Guarantee)

At the request of M/s we Bank branch office at and
having its Head Office at do hereby extend our liability under the
above mentioned Guarantee No. dated for a further
period of year/months from _ to expire on

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

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

Signature
Name
Designation
Authorised Vide
Power of Attorney No.

Dated

SEAL OF BANK



Annexure 09

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

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

Dear Sirs,

In consideration of the NTPC Ltd., (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Purchase Order No..... dated and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at for (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to ten percent (10%) of the said value of the contract to the purchaser.

We,(Name & Address of Bank)..... having our 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 & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of as aforesaid at any time up to(*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller 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 purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.



The Purchaser 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 Contract by the Seller. The Purchaser 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 Seller, 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 Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 purchaser or any other indulgence shown by the Purchaser 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 purchaser 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 seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including (*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... on whose behalf this guarantee has been given.

Dated this day of 20..... at

WITNESS

- 1) SIGNATURE
- NAME
- OFFICIAL ADDRESS

- 2) SIGNATURE
- NAME
- OFFICIAL ADDRESS

- SIGNATURE
- NAME
- DESIGNATION
- BANK'S COMMON SEAL
- ATTORNEY AS PER POWER OF ATTORNEY
- NO.....
- DATE



NOTE :

1. (*) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
4. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.



Annexure-10

BANK GUARANTEE VERIFICATION CHECK LIST
(To be submitted with EMD and CPG)

1. Bank Guarantee No. & Date :
2. Name of Issuing Bank :
3. Amount of BG :
4. Nature of BG & No.of Pages :
5. Validity of BG :
6. Vendor Reference :
 Name
 Address
 Telephone
 Fax
 Email
7. Bank Reference
 Name
 Address
 Telephone
 Fax
 Email

Sl. No.	Details of Checks	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser indicated on the back of stamp paper under the Signature of Stamp Vendor?	



	(The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Head of the Bank?	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal



Annexure-11

LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE FOR EARNEST MONEY
DEPOSIT/BID SECURITY/CONTRACT PERFORMANCE GUARANTEE

(Please update with latest list)



Annexure 12

Summary of Details & Documents in Support of QR

(To be submitted in Envelope 2 with Techno-commercial Bid)

To,

.....

..... Power Station

NTPC Limited,

.....

.....

In order to meet the Qualifying Requirement of NIT, we submit as under:

Sl.	QR Stipulation	Brief Details alongwith Supporting Document				
		Name of Client (Name and address)	LOA/ Contract/ Purchase Order no. and date	Award Value of LOA/ Contract/ Purchase Order (Rs.)	Client Certificate details	Value of work executed (Rs.) Period of execution



		Financial Year (.....)				
		Financial Year (.....)				



		Financial Year (.....)	
		Average	
	<p>Documents in Support of meeting QR: Bidder must submit all requisite documents in support of their meeting the QR including those detailed in the SPC.</p>		



Annexure 12A

Details pertaining to Technical Qualification of Bidder

To
AGM(Corporate Materials)
NTPC Limited,
Noida - 201301

Dear Sirs,

To satisfy the qualifying requirements specified, we furnish following details in respect of Orders given at Attachment 12 above:

	Particulars	Order- 1	Order - 2	Order – 3
1.	PO No./Contract/Work Order and Date			
2.	Client name and its address, fax no. & telephone no.(e-mail address)			
3.	Name & Designation of the responsible person in client's organization (e-mail address)			



Note :

1. Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.
2. Bidder is required to attach necessary documents like copies of work order, completion certificates, agreements etc. in support of above.



Annexure – 12 B

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

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

Ref: _____ Date : _____
 To
 NTPC Limited,
 6th Floor, Engg. Office Complex
 Plot A- 8A, Sector -24, Noida –201301

Dear Sir,

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

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

Yours faithfully,

Signature

Name & Designation

Name of the Company

(Seal of Company).....

Note : *Strike off whichever is not applicable.

Format for Integrity Pact be adopted if applicable for the Package

ANNEXURE 12C

Declaration on Local Content

Dear Sirs,

We have read the provisions of “Preference to Make In India and 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 purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is% of our total bid price for complete scope of work for# as per details given below.

Sl. No. of BOQ	Description of Goods & Services	Quantity/ Weight	% of Total bid Price	Details of the location(s) at which the local value addition is made

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

This para is applicable in packages with estimated value exceeding INR 10 crores.

- 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*
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* Strike off, whichever is not applicable

3.1 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.



Yours truly,

Date

Signature.....

Place

Name.....

Designation

Name of Bidder

Seal.....

name of the package / tender (Refer The tender specific format would be available in Annexure 12C of SPC .

ANNEXURE-A1

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

M/s (Name & address of the employer)

Date:

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

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

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

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

Thanking you,

(Authorised Signatory)
Name & address of the bidder

.....
.....

Date:

* Strike out which is not applicable

ANNEXURE-A2

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

M/s (Name & address of the employer)

Date:

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

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

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

Or

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

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

Thanking you,

(Authorised Signatory)

Name & address of the bidder

.....
.....

Date:

* Strike out which is not applicable

Manufacturer's Authorization
On the letter head

To:

D.G M. (C&M)
NTPC Limited,
SSC ER-II KANIHA
ANGUL 759147
ODISHA

Sub: Letter of Authorization

Ref : Notice Inviting Tender No.: dated
For(Name of the Package).....

Dear Sir,

We hereby confirm that:

- a) We are the manufacturers of
- b) M/s _____(Name of Bidder)_____ are authorized to supply the (se) item (s) to you.
- c) They shall supply and provide allied support & subsequent maintenance services during the currency of the contract.
- d) We extend our full guarantee and warranty with respect to the Goods offered by the above firm in reply to this NIT and subsequent maintenance, supply of spares & services in the event of award of contract
- e) In the event of their failure to perform any of the activities detailed above w.r.t products manufactured & supplied by us. We undertake to arrange to perform the same, without any additional financial implication to NTPC.

Signature : _____

Name : _____

Designation : _____

Company's Name and Seal

Certificate by Chartered Accountant on Letter head

This is to certify that M/s..... (herein after referred to as company) having its registered office at.....is registered under MSMED Act 2006, (UAM/NSIC/Entrepreneur Memorandum No. (Part-II)/any Other..... dtd....., category :..... (micro/small/medium). (copy enclosed)

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows,

1. For manufacturing Enterprises : Investment in plant and machinery (as specified by the Ministry of Small Scale Industries vide its notification no. S.O.1722(E) dtd 05.10.2006) is Rs crores.
2. For Service Enterprises : Investment in equipment (as notified under the MSMED Act 2006) is Rs crores.

The Turn over of the company for FY is Rs crores.

This is further certified that the above Turn over is in line with the Turn over declared by the company in their Income Tax Returns files under PAN No.

The above investment of Rscrores and Turn over of Rs crores is within permissible limit for Micro/Small/Medium (strike off which is not applicable) category as per MSME Notification S.O. 2119 (E) dtd 26.06.2020.