

		<p><i>Conditions (SPC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Clause 21.0 of Special Purchase Condition for specific tender provisions.</i></p> <p>The Existing MSEs, registered with the following, before 30th June 2020, shall continue to be valid for a period up to 31st March 2021.</p> <ul style="list-style-type: none"> • Udyog Aadhaar Memorandum (UAM) • District Industries Centers (DICs) • NSIC • Khadi & Village Industries Commission (KVIC) • Khadi & Village Industries Board (KVIB) • Coir Board • Directorate of Handicrafts and Handloom • Any other body specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME)
5.0	Cost Bidding of	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 through e-mail in editable format (MS Excel or MS Word). EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified in IFB.</p> <p>EMPLOYER will post the Clarifications at e-tender portal and Bidders can view these clarifications once they are posted at the e-tender portal. Bidders shall be notified through system generated e-mail regarding posting of clarification at the e-tender portal. Bidders are also advised to regularly check e-tender portal regarding posting of clarification, if any.</p> <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.</p>
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/amendments will be posted at e-tender portal for viewing by the Bidder. Bidders shall be notified through system</p>

		<p>generated e-mail regarding posting of amendments at the portal. 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 e-tender portal 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> <p>Bidders are advised to regularly check e-tender Portal/e-mail.</p>
8.0	Language of Bid	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged between 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.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p>
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) Bid Forms (b) Earnest Money Deposit/Bid Security, if applicable (c) Integrity Pact (Not applicable) (d) Authority/Power of Attorney to sign the bid (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 (Not applicable) (k) Any other details required in the Bid Document.

		(l) MSE Benefit Undertaking, if applicable.
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 are required to fill up their Bid Price in the BOQ portion of the e-tender portal (Financial Part).</p> <p>Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be furnished by successful bidder within two (2) hours of Auction end time without fail, if required as per the "Terms and Conditions of Reverse Auction" and "Business Rules for Reverse Auction" enclosed at Annexure-I and II. The total amount of each of the Schedule 1, 2, 3 & 6 shall be equal to the final price (including taxes and duties) as quoted by the bidders.</p> <p>After completion of Reverse auction, the successful bidder shall be required to furnish the detailed break-up of prices i.e. Unit Rates of the items in accordance with the price schedules. NOA shall be placed on the successful bidder only after compliance of above requirement by the bidder.</p> <p>Schedule No. 1: Ex-works supply of Plant and Equipment including Type Test Charges</p> <p>Schedule No. 2: Local Transportation, Inland Transit Insurance and other local costs incidental to delivery of Plant & Equipment</p> <p>Schedule No. 6: Goods and Service Tax (GST), applicable on Schedule 1 & 2 not included in bid price.</p> <p>* Schedule 3,4 & 5 is not applicable for this tender.</p> <p>"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) w.e.f. 01.07.2017, which shall be fully complied with by Bidders.</p> <p>In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:</p>

		<p>(a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.</p> <p>(b) Local Transportation, Inland Transit Insurance, and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares shall be quoted in Schedule-2.</p> <p>(c) Supervision of Commissioning and Installation Services shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance including Annual Maintenance services, the provision of operations and maintenance manuals, training of employer's personnel, etc., and other.</p> <p>(d) The prices quoted in Schedule Nos. 1, 2 & 3 shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies & Charges on the Materials incorporated in Supervision of Installation and Commissioning and AMC shall also be included in the prices quoted in Schedule No. 3 & no Separate payment on this account, whatsoever, shall be made by Employer.</p> <p>(e) Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 1, 2 & 3 shall not be included in respective schedules, but shall be quoted separately in Schedule No. 6. The Goods & Services Tax (GST) quoted by the bidder in Schedule No. 6 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for Bid submission.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p> <p>The terms EXW etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.</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) / Bid Security 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> <ol style="list-style-type: none"> 1) Crossed Demand draft drawn in favour of NTPC Ltd. Payable at the Noida/New Delhi as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2) Banker's cheque drawn in favour of NTPC Ltd. Payable at the Noida/New Delhi as specified in SPECIAL PURCHASE CONDITIONS (SPC) to this bidding document <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 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>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>
	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	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. (Not applicable)
	14.5	Further Stage-II (Price Bid) (in case of Two Stage bidding) not

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		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 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 tender.</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. Further, the EMD of the Bidders who are not short-listed for Reverse Auction shall be returned within fifteen (15) days of the completion of Reverse-Auction process. The EMD of the bidders who are unsuccessful after completion of Reverse Auction shall be returned immediately after placement of award / finalization of tender.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through 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 Contract Performance Guarantee (CPG) / Performance Security, 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 the bidder refuses to withdraw, without any cost to employer, any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents, read in conjunction with its amendments / errata / clarification / addenda; 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/Performance Security/Any other securities, 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 Prevention Policy of NTPC.

		g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.
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	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.
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 and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer. 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 and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following attribute at e-tender portal in Bid Invitation for Price Bids:</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-</p>



		<p>responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/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. The Techno-Commercial Bid and Price Bid shall be submitted in Single Stage on the e-tender Portal in separate Electronic Forms alongwith relevant Attachments and shall comprise the Bid Forms. Employer shall not be responsible for corrupted files, if any, uploaded on e-tender Portal. Further file related to particular Attachment/Schedule including their annexure/appendices, if any, shall be given name of that Attachment/Schedule only.</p>
20.1	PHYSICAL BID	
20.1.1	EMD, POA, Pass Phrases, Deed of Joint Undertaking (if applicable) 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 <i>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:</i></p> <ul style="list-style-type: none"> (i) Bid Form (Techno-Commercial Bid) (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 'Integrity Pact" (if applicable) as per of Annexure 13 of

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		<p>Volume I Section IV duly signed by the signatory authorized to sign the bid (Not applicable for the package)</p> <p>(iv) Authority/Power of Attorney to sign the bid</p> <p>(v) Pass Phrases for Technical & Financial Part of the ETS E-tender Portal have to be submitted offline in original in a separate sealed envelope.</p> <p>(vi) Original Deed of Joint Undertaking as specified in the relevant form of, Volume-I, Section-IV, Standard Format and Checklist entered into by the bidder with the Collaborator / Associate shall be submitted alongwith the Techno-Commercial bid (Not applicable for the package).</p> <p><i>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.</i></p> <p><i>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.</i></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-tender Portal.</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 fill the conditions in e-tender Portal appropriately, their bids shall be not evaluated and shall be rejected.</p>
20.2.1	Techno-Commercial Bid	
(A)	TECHNICAL ELECTRONIC FORM	<p>The bidder shall furnish Scanned copy of following:</p> <p>(a) Bid Form</p> <p>(b) Earnest Money Deposit (if applicable)</p> <p>(c) Power of Attorney (POA) / Authorisation to Sign the Bids</p> <p>(d) Integrity Pact (Not applicable)</p> <p>(e) Deed of Joint Undertaking (Not applicable)</p>
(B)	TECHNICAL ELECTRONIC	(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice

	<p>FORM</p>	<p>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>(iii) Relevant Annexures duly filled as enclosed in Volume-I Section-IV (Standard Forms & Check Lists etc)</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 (GSTIN, PAN card and Cancelled Cheque-in original) 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 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> <p>(a) Eligibility and Conformity to the Technical Specifications & Scope of Work</p> <p>(b) Catalogues, Technical Data Sheets etc.</p> <p>(c) Documents asked for in the Technical Specifications & Scope of Work</p> <p>(d) EFT Form</p> <p>(e) Fraud Prevention Policy</p> <p>(e) Declaration on Policy for Withholding and Banning of Business Dealings</p> <p>(f) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications &</p>
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		Scope of Work.
		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.
20.2.2	Price Bid FINANCIAL ELECTRONIC FORM	<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 on e-Tendering portal. 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 Financial Part on the e-tender Portal 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 Financial Part of the BOQ Form on the E-tender Portal 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 and thereafter bidders will be notified the date and time of Reverse Auction. 5. Bidders to apprise themselves with “Terms and Conditions of Reverse Auction” and “Business Rules for Reverse Auction” enclosed at Annexure I and II respectively with SPC before quoting

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		<p>their prices.</p> <p>6. Bids without functional guarantees (Annexure 13P / Attachment-5P) shall not be considered for opening of price bids.</p> <p>7. Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be furnished by successful bidder within two (2) hours of Reverse Auction end time without fail, if required as per the “Terms and Conditions of Reverse Auction” and “Business Rules for Reverse Auction” enclosed at Annexure-I and II of SPC. The total amount of each of the Schedule 1, 2 & 6 shall be equal to the final price (including taxes and duties)</p>
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 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 ETS e-tender Portal 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 upto the bid submission deadline as per the process of e-tender Portal.</p> <p>If a Bidder has submitted the required physical documents and wishing to withdraw its bid shall notify EMPLOYER in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post or by telefax followed by post confirmation postmarked not later than the deadline for submission of bids.</p> <p>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</p>



		Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.8(a) above.
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid 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. Bidder's attendance during the Techno-Commercial Bid Opening at NTPC premises is not envisaged.</p> <p>The envelope containing Earnest Money Deposit, Authority/Power Attorney to sign the bid & Integrity Pact received off line (except in those cases where EMD, Tender Fee & Integrity Pact is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit/EMD, Authority/Power Attorney to sign the bid & Integrity Pact received, Employer shall allow only those on line bids to be opened whose EMDs, 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 and Reverse Auction shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<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, 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</p>

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		<p>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. Bidder's attendance during the Price Bid Opening at NTPC premises is not envisaged</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 each Techno-Commercial 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>

25.1		<p>Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GPC Clause titled ‘Termination’ and shall be dealt accordingly.</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</p>



		<p>Employer by accepting the following attributes in the Electronic Forms on the ETS e-tender Portal:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:</p> <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 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>
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Module Mounting Structure Package of Solapur Solar PV Project BIDDING DOCUMENT NO.: RE-CS-5749 (MMS)-004-9(R)	VOLUME I SECTION-I INSTRUCTIONS TO BIDDERS	PAGE 21 OF 28
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		<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 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 Price Bid shall be rejected and the Earnest Money Deposit shall be forfeited.</p> <p>In case the bidder does not furnish the Annexure 13 & Annexure 13P, the price bid shall not be opened and the bid shall be rejected.</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</p>

		<p>evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>C) 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.</p>
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 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 in the Financial Part of the Electronic Form on e-tender Portal. • Price Adjustment due to Functional Guarantees as indicated by the bidder in Annexure 13 & Annexure 13P and in line with the Clause 5.0 of Technical Specifications (Not Applicable). • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, 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	<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</p>



	Accept Any Bid And To Reject Any Or All Bids	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.
34.0	Award Criteria	<p>Subject to ITB Clause 33, 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, if applicable. Refer the 'Terms & Conditions of Reverse Auction' and 'Business Rules for reverse auction' are placed at Annexure I and Annexure II to SPC respectively.</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	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.
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</p>

		<p>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 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>A Certificate to this effect shall be furnished by the bidder along with its Techno-Commercial Bid in relevant attachment to Bid Form as per format enclosed in the Bidding Documents at Annexure 02 of Volume I Section IV. “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 accept the attribute in the Electronic Form on the ETS e-tender Portal to this effect as below:</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 influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-</p>

		<p>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>
42.0	Ineligibility for Participation in Future Tenders {ITB Clause No. 16.0}	<p>42.1 Ineligibility for participation in future tenders</p> <p>i) If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from Corporate Contracts for a period of 6 months from the date of withdrawal of the bid.</p> <p>ii) If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to GPC Clause titled 'Contract Documents' or does not submit an acceptable CPG/Performance Security pursuant to GPC Clause titled 'Contract Performance Guarantee', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>
43.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	Restrictions on procurement from a Bidder of a country which shares a land border with India
43.1		Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Purchase Conditions (SPC).

		<p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SPC.</p> <p>However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
43.2		<p>“Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p>
43.3		<p>“Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p>
43.4		<p>“Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 43.1 above means:</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose <i>beneficial owner</i> is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
43.5		<p>The beneficial owner for the purpose of clause “43.4” above will be as under:</p> <ul style="list-style-type: none"> a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership

		<p>interest or who exercises control through other means.</p> <p>Explanation:</p> <p>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
43.6		An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
	Important Note	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.

NTPC LIMITED

(A Government of India Enterprise)



Module Mounting Structure Package of Solapur Solar PV Project

VOLUME – I

SECTION II

GENERAL PURCHASE CONDITIONS

Bid Document No. RE-CS-5749-004(MMS)-9(R)



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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 & Terminology	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		“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.
		“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto). “GPC” means the General Purchase Conditions. “SPC” means the Special Purchase Conditions. “Day” means calendar day of the Gregorian Calendar. “Month” means calendar month of the Gregorian Calendar. “Employer” means NTPC Ltd., New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Employer.
		“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.
		“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.
		“Government” means the Government of the Employer’s country ie INDIA.
		“Local Currency” means the currency of the Government of India.
		“Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.
		“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.

		<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 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	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 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.
3.0	Order of the precedence of the Documents	<p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Purchase Conditions Technical Specifications & Scope of Work & Field Quality Assurance plan General Purchase Conditions The Bid and BOQ submitted by the Supplier 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	All Contract Documents, all correspondence and communications

		<p>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	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
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.

Module Mounting Structure Package of Solapur Solar PV Project BIDDING DOCUMENT NO.: RE-CS-5749 (MMS)-004-9(R)	VOLUME I SECTION-II GENERAL PURCHASE CONDITIONS	PAGE 6 OF 26
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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 party in writing.</p>
13.0	Governing Laws	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p>
14.0	Settlement of Disputes	
14.1	<p>Mutual Consultation</p> <p>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.</p>	
14.2	<p>Resolution of Dispute through Expert Settlement Council</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute</p>	

		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.
		(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 Rs. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.
		(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.																
14.2.3	Proceedings before ESC	<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"> Chronology of the dispute Brief of the contract Brief history of the dispute Issues <table border="1" data-bbox="683 1083 1403 1291"> <thead> <tr> <th>Sl. No.</th> <th>Description of Claims/ Counter claims</th> <th>Amount (in foreign currency/INR)</th> <th>Relevant Contract Clause</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <ol style="list-style-type: none"> Details of Claim(s)/Counter Claim(s) 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</p>	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause															

		<p>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 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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl</th> <th style="width: 35%;">Fees/ Facility</th> <th style="width: 60%;">Entitlement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Fees</td> <td>As paid to NTPC Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. Of Rs. 2, 10,000 per case per Conciliator.</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Secretarial expenses</td> <td>Rs. 10,000 lump sum (to 1 member only).</td> </tr> </tbody> </table>	Sl	Fees/ Facility	Entitlement	1	Fees	As paid to NTPC Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. Of Rs. 2, 10,000 per case per Conciliator.	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
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2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).									

		3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
		4	Venue for meeting	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 Rs. 3,000
		7	Stay for out stationed members	As per entitlement of Independent Directors.
		8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
		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 Rs 25 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 empanelled 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="402 829 1393 1606"> <thead> <tr> <th data-bbox="402 829 618 1050">Amount of Claims and Counter Claims (excluding interest)</th> <th data-bbox="618 829 1393 1050">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="402 1050 618 1134">Up to Rs.50 lakhs</td> <td data-bbox="618 1050 1393 1134">Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.</td> </tr> <tr> <td data-bbox="402 1134 618 1249">Above Rs.50 lakhs to Rs. 1 Crore</td> <td data-bbox="618 1134 1393 1249">Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.</td> </tr> <tr> <td data-bbox="402 1249 618 1365">Above Rs.1 crore and up to Rs.5 Crore</td> <td data-bbox="618 1249 1393 1365">Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.</td> </tr> <tr> <td data-bbox="402 1365 618 1522">Above Rs. 5 Crore and up to Rs.10 Crore</td> <td data-bbox="618 1365 1393 1522">Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.</td> </tr> <tr> <td data-bbox="402 1522 618 1606">Above Rs.10 Crore</td> <td data-bbox="618 1522 1393 1606">Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.</td> </tr> </tbody> </table> <p data-bbox="418 1648 1477 1785">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 Rs.50 lakhs	Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.	Above Rs.50 lakhs to Rs. 1 Crore	Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.	Above Rs.1 crore and up to Rs.5 Crore	Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.	Above Rs. 5 Crore and up to Rs.10 Crore	Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.	Above Rs.10 Crore	Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.
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 Rs.50 lakhs	Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.												
Above Rs.50 lakhs to Rs. 1 Crore	Rs.1,35,000/- plus Rs.1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.												
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	<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> <p>(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>
	<p>f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <p>(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.</p>
	<p>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.</p>
	<p>h) The Arbitration shall be held at Delhi only or any other location specified in SPC.</p>
	<p>i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p>
	<p>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.</p>
14.3.4	<p>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.</p>
14.4	<p>Notwithstanding any reference to the Conciliation or Arbitration herein,</p> <p>(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.</p>

Module Mounting Structure Package of Solapur Solar PV Project BIDDING DOCUMENT NO.: RE-CS-5749 (MMS)-004-9(R)	VOLUME I SECTION-II GENERAL PURCHASE CONDITIONS	PAGE 14 OF 26
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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 be in accordance with the Delivery and Completion Schedule as per SPC.</p>
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</p>

		<p>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.</p> <p>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 tracking System where vendor can submit their bill/invoice and track its status.</p>
22.0	Procedure of payment	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.
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

		<p>as per SPC)</p> <ul style="list-style-type: none"> 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"> CPG, Warranty, Guarantee clause as specified in the SPC shall prevail. <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>
25.0	Taxes & duties	<ol style="list-style-type: none"> "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. The Bidder shall quote the prices giving breakup in the manner