

NTPC LIMITED
(A Government of India Enterprise)



VOLUME I

SECTION – I

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS (ITB)

A.	INTRODUCTION																			
1.0	NTPC Limited , a Govt. of India Enterprise referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.																			
2.0	GENERAL INFORMATION	The prospective Bidders are invited to submit a “Techno-Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.																		
B.	THE BIDDING DOCUMENTS																			
3.0	CONTENT OF BIDDING DOCUMENTS	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Process & Procedures for Reverse Auction</td> </tr> <tr> <td>Volume-I, Section-IV</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions for Reverse Auction</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>In case of Open Tender, Bidding Documents can be downloaded from the NTPC procurement website. However, the payment towards cost of Bidding Documents is to be made along with the Earnest Money Deposit separately.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Process & Procedures for Reverse Auction	Volume-I, Section-IV	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-II, Section-I	Special Purchase Conditions for Reverse Auction	Volume-III	Technical specifications & Scope of work	Bill of Quantity	Bill of Quantity (BOQ)
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<p>4.0</p>	<p>BENEFITS AND PURCHASE PREFERENCE TO MSEs</p>	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centers (DICs) or NSIC or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handloom or Registered under Udyog Aadhaar Memorandum (UAM) or having UDYAM REGISTRATION or registered under any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 for goods produced and services rendered, shall be issued the bid documents free of cost (exempted from paying Tender Fee) and shall be exempted from paying Earnest Money Deposit/Bid Security.</p> <p>MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of UDYAM REGISTRATION CERTIFICATE or any other valid MSEs registration certificate as mentioned above, as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. The MSE certificate should contain details such as stores/ services, validity (if applicable) etc.</p> <p>The benefit as above to MSEs shall be available only for Goods/ Services produced & provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 “Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs.” MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p>
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- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award for full quantity shall be placed on the MSE vendor who matches its price with L1 Bidder at the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

Note: *Generally, in tenders having Item wise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.*

MSE bidder will furnish an Undertaking along with the Bid (online) as under:

i) WHERE ITEM WISE EVALUATION IS APPLICABLE:

For availing MSE benefits, bidder shall confirm that some or all of the items offered / quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non MSE bid.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Format for declaration/undertaking by bidder at Annexure-A1.

ii) WHERE PACKAGE WISE EVALUATION IS APPLICABLE:

		<p>For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a prerequisite for extending MSE benefits of purchase preference. In case, Bidder is not a manufacturer of all such items which are a pre requisite for extending MSE benefits of purchase preference, but is a manufacturer of at least one of the item(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated/treated as Non MSE bid.</p> <p>In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the above Undertaking. In case ,such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details/documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.</p> <p>Format for declaration/undertaking by bidder at Annexure A2.</p>
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<p>4.1a</p>	<p>Preference to Make-In-India and granting of purchase preference to Local Suppliers</p>	<p>It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment.</p> <p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document).</p> <p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB shall be applicable.</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</i></p> <p><i>In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder against value/percentage of local content, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.</i></p> <p>Note: Please refer Special Purchase Condition of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.</p>
<p>4.1b</p>	<p>Declaration on Local Content</p>	<p>The bidder has to furnish declaration regarding local content in Employer’s attached format, for availing purchase preference. The duly filled-in declaration format, if applicable for the package, is to be submitted in TECHNO-COMMERCIAL BID COVER/ ENVELOPE.</p> <p>In case a bidder does not submit the aforesaid declaration (Attachment-I/II) or no value is indicated by the bidder or statement/ any declaration like ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the bidder may not be considered as a local supplier and may not be eligible for any purchase preference / may not be considered eligible for exemption from meeting the Minimum Local Content / may be considered non-responsive and its bid may be rejected.</p>
<p>5.0</p>	<p>COST BIDDING OF</p>	<p>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.</p>

6.0	CLARIFICATION ON BIDDING DOCUMENTS	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date and notify through e-mail regarding posting of clarification. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the timeline specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <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/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
C.	PREPARATION OF BIDS	

8.0	LANGUAGE OF BID	<p>The Bid prepared by the Bidder, 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>
	10.1	<p>ON-LINE BID:</p> <p>Documents to be submitted online through e tender mode:</p> <p>COVER TYPE-FEE The bidder shall furnish Scanned copy of following: (a) Tender fee (if applicable) (b) Earnest Money Deposit (if applicable) (c) Integrity Pact (if applicable) (d) Authority/Power of Attorney to sign the bid</p> <p>COVER TYPE- TECHNICAL The Bid Form (Techno-Commercial Bid), duly completed together with the following Attachments shall be uploaded at the e-tender portal:</p> <p>(a) Bidder's Qualification: Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) (if applicable)</p>

		<p>(b) Conformity to the Technical Specifications & Scope of Work</p> <p>(c) EFT Form - Electronic Fund Transfer Form duly filled in as per EMPLOYER's format.</p> <p>(d) Details of PAN and GSTIN Regn.- The details of registration for PAN and GSTIN to be furnished. In case GSTIN details are not provided and same is not available in NTPC SAP database, it shall be considered that the bidder is an unregistered dealer.</p> <p>(e) 'NIL' Deviations Certificate (To be accepted online under General Technical Evaluation (GTE))</p> <p>No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.</p> <p>The acceptance of above is an attribute of the on line Bid Invitation and the Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Do you certify full compliance to all provisions of Bid Documents”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <p>(f) All the terms, conditions and specifications of Bidding Documents read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Employer prior to opening of Techno-commercial Bids are acceptable and same has been taken into consideration while making Techno-commercial Bid and the Price Bid and no deviation has been taken in this regard.</p> <p>(g) Any deviation, variation or additional condition etc. any mention, contrary to Bidding Documents and its Amendment(s)/ Clarifications(s)/ Addenda/ Errata (if any) as mentioned at (a) above found anywhere in Techno-commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid may be rejected.</p> <p>(h) Declaration on Qualifying Requirements, If applicable (To be accepted online under General Technical Evaluation (GTE))</p> <p>Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the condition in the on-line Bid.</p>
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		<p>“Do you certify full compliance on Qualifying Requirements”</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <ul style="list-style-type: none">• The number of reference Works/Orders quoted by Bidder in relevant Attachment of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Cl. 26/ Special Purchase conditions. <p>The reference Works/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Cl. 11/ Special Purchase conditions shall not be considered for evaluation/establishing compliance to Qualifying Requirements (QR).</p> <p>(d) No change or substitution in respect of reference Works/Orders by new additional Work/Order for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>(i) Declaration on Banning Policy (To be accepted online under General Technical Evaluation (GTE))</p> <p>Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer as enclosed with the Bidding Documents indicating his compliance to the provisions of ITB Sub-Clause 39 to be furnished by accepting the following GTE condition:</p> <p>“Do you accept Withholding and Banning of Business Dealing Policy of NTPC”</p> <p>(j) Declaration on Fraud Prevention Policy (To be accepted online under General Technical Evaluation (GTE))</p> <p>Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on NTPC’s website h <u>http://www.ntpctender.com</u> indicating his compliance to the provisions of ITB Sub-Clause 38 to be furnished by accepting the following GTE condition:</p>
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		<p>“Do you accept the Fraud Prevention Policy of NTPC”.</p> <p>Note: Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p>
	10.2	<p>Price Bid (COVER TYPE- FINANCE) Priced Bill of Quantity (BOQ) - In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal.</p> <p>Bidders are required to refer Technical Specification / Detailed BOQ before quoting the rates and prices in BOQ.XLS sheet for the corresponding items. It may be noted that the “Item Description” appearing in BOQ.XLS sheet (Short Text), is very brief only and is not exhaustive.</p> <p>In case of any discrepancies/variation in Item Description between Technical Specification / Detailed BOQ and BOQ.XLS (Short Text), the description appearing in Technical Specification / Detailed BOQ shall prevail and it would be deemed that the Bidder has read the Technical Specification/ Detailed BOQ, Drawings (if any) and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices and the entered rates/prices, shall be deemed to include the full scope, as per Technical Specification.</p> <p>Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.</p>
11.0	BID PRICES	<p>Bidders shall quote such that the bid price covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>



12.0	PRICE BASIS	Bidders are required to quote price on the price basis as stipulated in the Special Purchase Conditions (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.

<p>14.0</p>	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (Please refer Special Purchase Conditions for details)</p>
<p>14.1</p>	<p>1.0 Bid Security</p> <p>1.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope for the amount and currency as stipulated in the Special Purchase Conditions (SPC). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.</p> <p>1.2 The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT or a Bank Guarantee from any of the banks specified in the Volume-I-Section IV-Standard Formats and Checklists. For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only.</p> <p>Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the e-tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.</p> <p>In case of Foreign Bidders, the Bid Security can be from any other Bank also in addition to the Banks specified in the Bid Data Sheets. If the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Volume-I-Section IV-Standard Formats and Checklists. (Applicable for ICB Tenders).</p> <p>The format of the Bank Guarantee shall be in accordance with the form of bank guarantee towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.</p>

1.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.

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

1.5 BG against Bid Security issued by a Bank outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be borne by NTPC.

1.6 Subject to clause 1.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.

1.7 The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB.

1.8 The Bid Security may be forfeited

- a) If the Bidder withdraws or varies its Bid during the period of Bid validity;
- b) If the Bidder does not accept the correction of its Bid Price

pursuant to ITB Sub-Clause for Arithmetical Correction.

- c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;
- d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.
- e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
- f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).

NOTE: ADDITIONAL OPTION FOR SUBMISSION OF BG DIRECTLY FROM THE BANKER IS ALSO PROVIDED AS FOLLOWS:

1. In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 2 below:
 - I. The issuing bank shall intimate through their own official e-mail id to concerned C&M department (sunnyagarwal@ntpc.co.in/ dppradhan@ntpc.co.in) with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids:
 -
 - a) The scanned copy of the BG.
 - b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.
 - c) An undertaking from the issuing Bank strictly as per format enclosed at **Annexure-II below**.

SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents (CLAUSE NO 15 HEREUNDER).

		<p>II. Bidders shall also be required to upload the scanned copy of the BG on GePNIC (Fee Cover) / e-tendering portal.</p> <p>2. The bidder shall be required to submit all the documents in the manner as specified at para 1 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p> <p>IN CASE THE BIDDER IS OPTING FOR ONLINE PAYMENT OF EMD/BID SECURITY; NO DOCUMENTS IN HARD COPY IS TO BE SUBMITTED.</p>
15.0	<p>CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001 (iv) IFSC Code: ICIC0000007</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message : IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)</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.
16	INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS	<p>i) If a bidder after opening of tenders 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 NTPC 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 Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security pursuant to ITB clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p> <p>The Withholding and Banning of Business Dealings Policy of EMPLOYER is displayed on website http://www.ntpctender.com</p>
17.0	PERIOD OF VALIDITY OF BIDS (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period may 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. A Bidder may grant or refuse the request. 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 neither be required nor permitted to modify its bid.</p>
18.0	NIL DEVIATION	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 01 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p>

		<p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid and/or Price 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 authorized 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 Organization 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 authorization 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>
D.	SUBMISSION OF BIDS	
20.0	SUBMISSION OF BIDS	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
20.1	PHYSICAL BID	<p>Unless otherwise specified in the SPC, following Documents are to be submitted in physical form (as brought out at ITB clause 14.0) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with Tender Reference number, Title , Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions:</p> <ul style="list-style-type: none"> (i) Bid Form1 (ii) The Earnest Money Deposit (if applicable) in accordance with ITB Clause 14.0/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iii) The Tender Fee (if applicable) in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0

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

		<p>the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter 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>The bidders shall upload the following:</p> <ul style="list-style-type: none">(a) Copy of Power of Attorney/Authorization to sign the bid(b) Eligibility and Conformity to the Technical Specifications & Scope of Work(c) Catalogues, Technical Data Sheets etc.(d) Documents in support of establishing the Bidder meeting the Qualifying Requirements (QR) (if applicable) asked for in the Technical Specifications & Scope of Work(d) EFT Form(e) Registration Details <p>Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work</p> <p>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p>
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<p>20.2.2</p>	<p>Price Bid (COVER TYPE – FINANCE)</p>	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>Bidders are required to refer Technical Specification/ Detailed BOQ before quoting the rates and prices in BOQ.XLS sheet for the corresponding items. It may be noted that the “Item Description” appearing in BOQ.XLS sheet (Short Text), is very brief only and is not exhaustive.</p> <p>In case of any discrepancies/variation in Item Description between Technical Specification / Detailed BOQ and BOQ.XLS (Short Text), the description appearing in Technical Specification / Detailed BOQ shall prevail and it would be deemed that the Bidder has read the Technical Specification/ Detailed BOQ, Drawings (if any) and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices and the entered rates/prices, shall be deemed to include the full scope, as per Technical Specification.</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>
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Documents to be uploaded in the format stipulated in the tender.		
	Note:	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. 4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.
21.0	DEADLINE FOR SUBMISSION OF BIDS	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ online 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 system well before the expiry of time and the schedule specified in the tender notifications, and Bidder may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>



22.0	MODIFICATION AND WITHDRAWAL OF BIDS	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future tenders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid and Bidder's forfeiture of its Earnest Money Deposit , pursuant to ITB Clause 14.1 (1.8) above.</p>
E.	BID OPENING AND EVALUATION	
23.0	OPENING OF BIDS	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing, Tender Fee, Authority/Power Attorney to sign the bid & Integrity Pact received offline (except in those cases where Tender Fee & Integrity Pact is not applicable) shall be opened first.</p> <p>Based on the Tender Fee, Earnest Money Deposit (EMD) ,Authority/ Power of Attorney to sign the bid & Integrity Pact received, Employer shall allow only those online bids to be opened whose Tender Fee and Integrity Pact (if applicable) have been received in NTPC and are adequate and acceptable as per conditions of the bid document.</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, shall also have to be submitted by bidder, failing which Bid shall be rejected</p>



		<p>by EMPLOYER as being non-responsive, and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Opening Bid	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected, and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorized representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
24.0	CLARIFICATION ON BIDS	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p>

<p>25.0</p>	<p>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</p>	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required Bid security declarations have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is one,</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 rights 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>
<p>26.0</p>	<p>QUALIFICATION</p>	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/ Purchase Orders/ Letter of Awards/ Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per as per format at Annexure 12 of Volume I Section IV of the bidding documents. <i>These references shall be considered to ascertain the bidder’s compliance to Qualifying Requirement (QR).</i></p>

		<p>No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/ Purchase Orders/ Letter of Awards/ Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/ Purchase Orders/ Letter of Awards/ Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/ Purchase Orders/ Letter of Awards/ Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>"Do you certify full compliance on Qualifying Requirements".</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <ul style="list-style-type: none"> (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 above/ in Special Purchase Conditions (SPC). (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 above/ in Special Purchase Conditions shall not be considered for evaluation/ establishing compliance to Qualifying requirements. (c) No change or substitution in respect of reference Works/ Orders by new additional work/ order for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder. <p>EMPLOYER, by the examination of Techno-commercial Bid 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</p>
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		<p>upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>NTPC reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTPC shall be final in this regard.</p> <p>Notwithstanding any stated above, NTPC reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of NTPC.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid.</p> <p>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>
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<p>27.0</p>	<p>EVALUATION OF TECHNO-COMMERCIAL BIDS</p>	<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/variations/exception, 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>
<p>28.0</p>	<p>PRELIMINARY EXAMINATION OF PRICE BID</p>	<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 Bidder refuses to withdraw any additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the Price bid, the bid will be considered non-responsive.</p>
<p>29.0</p>	<p>DISCREPENCIES IN BID/ ARITHMETICAL CORRECTIONS</p>	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. 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.

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, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTPC shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy / Arithmetical corrections • Price adjustment due to discounts offered (if applicable); • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria as specified in Special Purchase conditions.
32.0	CONTACTING THE EMPLOYER	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
F.	AWARD CRITERIA	
34.0	AWARD CRITERIA	<p>Subject to ITB Clause 31, the Employer will award the Contract to the Bidder, whose bid has been determined to be substantially responsive to the Bidding Documents and provided that such bidder has been determined to be qualified to perform the</p>

		<p>contract satisfactorily.</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 its Bid will be rejected.</p>
35.0	CONSTRUCTION OF CONTRACT	<p>If required, NTPC may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	NOTIFICATION OF AWARD	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>
37.0	CORRUPT OR FRAUDULENT PRACTICES	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</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.
38.0	FRAUD PREVENTION POLICY	<p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTPC ?”</p> <p>If in terms of above policy it is established that the bidder/ its representatives have committed any fraud while competing for this contract then action as per the policy will be taken against the bidder.</p>
39.0	BANNING POLICY	<p>The Employer has in place a policy for withholding and banning of business Dealings as enclosed with the Bidding Documents. 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 as detailed in the said Banning Policy.</p> <p>The Banning Policy is enclosed with the Bidding Documents.</p> <p>Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at Annexure 03 of Volume I Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept Withholding & Banning Policy of Business Dealing Policy of NTPC ?”</p>
40.0	INTEGRITY PACT	<p>Employer has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate/ collaborator/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Integrity Pact displayed on Employer’s tender website</p>

		<p>http://www.ntpctender.com.</p> <p>If applicable as per SPC, the following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>“Do you Commit to all the provisions of the Integrity Pact?”</p> <p>On Bidder’s acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid</p>
41.0	INDIAN AGENTS	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
	Important Note	The Special Purchase Conditions (SPC) will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.

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

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

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

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

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

2. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
3. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
4. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 36.1 above means: -
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Fraud Prevention Policy

1. BACKGROUND:

Over the years NTPC has put in place various policies and procedures, systems to guide NTPC employees within and outside the organisation. Most of these have been formalised in the form of policy documents. These systems have been designed to ensure that officials dealing and undertaking transactions conduct the same in a transparent & uniform manner. Few examples are Delegation of powers, Project and Contracts Management system, Finance and Human Resource Systems, Code of Conduct for Directors and Senior Management Personnel, Conduct, Discipline and Appeal Rules for employees, Service Rules etc. SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 which deals with the Corporate Governance practices to be followed by listed companies, also describes certain requirements. Regulation 4(2)(d)(iv) read with Regulation 22 of SEBI LODR, 2015 provides listed entities to devise an effective whistle blower mechanism enabling stakeholders, including individual employees, directors and their representative bodies, to freely communicate to the management their concerns about illegal or unethical practices. Accordingly, the “Whistle Blower Policy” envisages the companies to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct or ethics policy.

As per Section 177 of the Companies Act, 2013, listed companies are required to establish a vigil mechanism for the directors and employees to report genuine concerns. Section 447 of the Companies Act, 2013 provides for the definition of fraud and also the punishment for committing fraud.

Further, Statutory Auditors of the Company are required to comment on the Fraud Prevention Policy of the company in their report on the annual accounts of the company given in compliance of the provisions of the Companies Act, 2013.

In the light of the foregoing and keeping in view the approach of NTPC in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect:

2. POLICY OBJECTIVES:

The “Fraud Prevention Policy” has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:-

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.

- (ii) To provide a clear guidance to employees and others dealing with NTPC forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- (iii) To conduct investigations into fraudulent activities.
- (iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NTPC (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with NTPC.

4. DEFINITION OF FRAUD:

As per Section 447 of the Companies Act, 2013, "Fraud" in relation to affairs of a company or any body corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss. "Wrongful gain" means the gain by unlawful means of property to which the person gaining is not legally entitled. "Wrongful loss" means the loss by unlawful means of property to which the person losing is legally entitled.

5. ACTIONS CONSTITUTING FRAUD :

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

The list given below is only illustrative and not exhaustive:-

- (i) Forgery or alteration of any document or account belonging to the Company
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- (v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company

with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.

(ix) Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:

- (i) Any employee (full time, part time or employees appointed on adhoc/temporary/contract basis), representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTPC as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/region/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.
- (ii) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- (iii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of NTPC, for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter (if it is proved that fraud is not committed etc.) depending upon the outcome of the investigation shall be undertaken under the relevant rules of NTPC.
- (iv) Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

- (v) The Criminal Proceedings **may be** initiated by Engineer-in-Charge / Head of Department/ NTPC's Authorised Representative, **after obtaining approval of competent authority (i.e. HOP/BUH)** to lodge First Information Report (FIR) with the concerned Police Authorities, in case Contractor is found to be involved in fraudulent practices.

8. RESPONSIBILITY FOR FRAUD PREVENTION:

- (i) Every employee(full time, part time, adhoc, temporary, contract), representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTPC, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- (ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to :-
- a. Familiarise each employee with the types of improprieties that might occur in their area.
 - b. Educate employees about fraud prevention and detection.
 - c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.
 - d. Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules
- (iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/vendors/consultants etc. shall be required to certify that they would adhere to the Fraud Prevention Policy of NTPC and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:

The Chairman and Managing Director shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed.

Policy for
Debarment from
Business Dealings

(Rev-4 dated 05.05.2023)

Policy for Debarment from Business Dealings
(Rev-4 dated 05.05.2023)

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Policy for Debarment from Business Dealings

1. Introduction

- 1.1 NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.
- 2.2 The procedure for (i) Withholding of Business Dealings, (ii) Banning of Business Dealings and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines. The terms 'withholding', 'suspension', 'banning' etc. convey the same meaning as that of debarment.
- 2.3 This policy comes into force from the date of its issuance.
- 2.4 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy.
- 2.5 The provisions of this Policy shall be applicable for Subsidiaries/JVs of NTPC as well.
- 2.6 Withholding / Banning / Suspension of business dealings with any agency shall be done Company wide only (entire NTPC including Subsidiaries and JVs).

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor' to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.

ii) **Competent Authority** shall mean the following :-

a) **For Banning of Business Dealings pertaining to Contracts awarded/processed from Corporate Centre/ Site/ Region/ USSC/JVs/Subsidiaries of NTPC**

Functional Director of the concerned deptt. initiating the proposal for Banning shall be the '**Competent Authority**' for the purpose of these guidelines.

For cases pertaining to JVs / Subsidiaries of NTPC, the **Competent Authority** shall be the Chairman of the Board of the JV / Subsidiary provided the Chairman is a Functional Director of NTPC. In case the Chairman of the Board of the JV / Subsidiary is not a Functional Director of NTPC, competent authority shall be Director-In-Charge of CC&M dept. of NTPC.

CMD (NTPC) shall be the '**Appellate Authority**' for all cases.

b) **For Withholding of Business Dealings pertaining to Contracts awarded/processed from:**

(i) Corporate Centre - Concerned RED/Functional ED and ED(CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries - Concerned RED and ED(USSC).

c) **For Suspension of Business Dealings including issuance of show cause notice for Banning pertaining to Contracts awarded/processed from:**

(i) Corporate Centre – ED (CC&M)

(ii) Site/Region/USSC/JVs/Subsidiaries – ED (USSC).

- iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) **List of Enlisted Agencies** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders etc.
- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <https://ntpctender.ntpc.co.in>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor's performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term 'Completion of Facilities' as defined in the Contract.
- ix) **Standing Committee** shall mean a cross-functional Committee constituted for the purpose of these guidelines.
- x) **CC&M** shall mean "Corporate Contracts & Materials Deptt. of NTPC".
- xi) **Integrity Pact**- shall mean the pact as displayed on NTPC tender website <https://ntpctender.ntpc.co.in> .

4. Withholding of Business Dealings

4.1 Grounds

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:

If the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance;
- b) Fails to achieve the 'Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract;

- c) Suspends/stops work on any unfounded pretext including seeking higher compensation;
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract;
- e) Diverts funds advanced to the Contractor for purpose other than the Contract;
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract ;
- i) Violates terms & conditions of the contract;
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract;
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract;
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution;
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract;
- o) If NTPC prima-facie is of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings with NTPC;
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;

- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it;
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority;
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work;

4.2 Procedure

The concerned department at Site/Region/USSC/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Competent Authority. The above draft Notice of Default to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the CMD (NTPC).

4.3 Notice of Default

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal dept. shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTPC within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings (after vetting by legal dept.), shall be communicated by the Competent Authority himself or by a person authorized for the said purpose.

4.4 Area of Operation

Withholding of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.

4.5 Effect of Withholding

The Agency, after issuance of the Order of Withholding of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Withholding Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Withholding Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Withholding order shall, not be affected by the Withholding Order.

4.6 Duration of Withholding

Duration of withholding of business dealings with the Agency shall be **for a period of one year**. Within this period, if the Agency rectifies the reason / ground on which business dealings with the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Revocation of Orders

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

5. Banning of Business Dealings

5.1 Grounds

Banning of business dealings can be initiated against Agency, on following grounds:

- a) If the Agency has abandoned or repudiated the Contract;
- b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System');
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution under the contract;
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established;
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years;
- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc. in respect of participation in the bidding process for the contract and/or execution of the contract;
- g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Deptt. of Expenditure, Ministry of Finance and the ban is still in force;
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts in respect of participation in the bidding process for the contract and/or the execution of the contract;

- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract;
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding for the tender;
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police/or any other Central Government investigation Agency/Department against the Agency for mala-fide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC);
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated;
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency during execution under contracts pertaining to NTPC or its JV/Subsidiary companies;
- s) If the Agency violates Section-2 of the Integrity Pact provided in the bid/Contract;
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC;
- u) If the Agency has assigned or transferred the contract or engaged sub- contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract;
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc;
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason if it is established beyond any reasonable doubt.

5.2 Procedure

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of CMD (NTPC).

Besides the Standing Committee, Vigilance Department / Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued to the delinquent Agency, by the Competent Authority himself or by a person authorized for the said purpose.

The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing with Standing Committee to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NTPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their

submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated.

5.4 Speaking Order

The speaking order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.

5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of banning

The period for which the ban would be operative shall be mentioned in the order. The banning shall normally be for a period of six (6) months to two (02) years from the date of issuance of the speaking order. The period of banning shall be recommended by the standing committee on case to case basis depending upon the gravity of the default of the agency except in cases of bribery, corrupt, and fraudulent practices including misrepresentation of facts, where the banning period shall be for two (02) years.

However, in cases processed under provisions of Integrity pact or Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

In case the information/documents submitted by Agency in competing for the tender is found to be false/forged then NTPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTPC then banning period of Agency shall be extended by another one year.

Notwithstanding para 5.1(a) above, in case an agency after having

been issued the Notification of Award / Letter of Award within the bid validity period, either “does not sign the Contract Agreement” or “does not submit an acceptable Performance Security”, business dealings with the agency shall be suspended for a period of six (06) months from the date of issuance of suspension order, in accordance with the procedure for suspension of business dealings as specified at para 6 of this Policy. However, in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order.

5.7 Area of Operation

Banning of business dealings with any agency shall be done **Company-wide only** (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs).

5.8 Effect of Banning

The Agency, after issuance of the Order of Banning of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Banning Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

No award shall be placed on any agency if Banning Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Banning order shall, not be affected by the Banning Order.

5.9 Process of reply

The Agency shall be separately advised of the decision taken regarding banning of business dealings, in reply to their representation, if any. As regards any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned C&M department.

5.10 Hosting at NTPC website

The names of the Agencies with whom Business Dealings have been banned shall be hosted at NTPC website by CC&M.

5.11 Not Applicable

5.12 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority for banning of business dealings before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.13 Revocation of Orders

- a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.
- b) In all other cases, an order for banning issued for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- c) An order for banning issued for the reasons mentioned under para 5.1 above, may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the direction/order/judgement of a Court of Law envisages revocation of banning.

Further, an order for banning issued for the reasons mentioned at para 5.1 (e) above may be revoked with the approval of the Appellate Authority, if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

6. Suspension of Business Dealings

6.1 Grounds

The suspension of business dealings can be initiated against Agency, on following grounds:

- a) If fraud by agency has been established. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.
- b) If the agency has abandoned or repudiated the contract or fails to sign the Contract Agreement or fails to submit an acceptable Performance Security.

6.2 *Not Applicable*

6.3 Procedure:

6.3.1 In cases of fraud

- a) The concerned C&M deptt. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:
 - i) the Agency is put on suspension list.
 - ii) why action should not be taken for banning the Agency for future business dealings.

The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the

Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

- d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.
- h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.3.2 In cases of abandonment or repudiation of contract (except failure to sign the Contract Agreement or submit an acceptable Performance Security)

- a) The concerned C&M deptt. shall put up the proposal for “Suspension of business dealings” and “issuance of Show Cause Notice” for banning of business dealings with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:
 - i) the Agency is put on suspension list
 - ii) why action should not be taken for banning the Agency for future business dealings.

The case shall be further processed for banning of business dealings with the Agency as per para 5 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate initially for a period of not more than six (06) months. The recommendation for banning the Agency shall be concluded within the period of suspension. In

exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum up to three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.

- d) Show Cause Notice for banning & Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.
- h) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.3.3 In cases of failure to sign the Contract Agreement or failure to submit an acceptable Performance Security

- a) The concerned C&M dept. shall put up the proposal for “Suspension of business dealings” with the Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order shall be issued which must include the following:
 - i) the Agency is put on suspension list
 - ii) in case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, business dealings with the agency shall be banned for a period of two (02) years from the date of issuance of speaking order for banning.

In case the agency commits aforesaid transgression/default again in another tender of NTPC within three (03) years from the date of issuance of suspension order, process for banning of business dealings with the Agency shall be initiated as mentioned at para 5.6 above.

- b) Suspension of business dealings with any agency shall be done Company-wide (entire NTPC including Subsidiaries and JVs), for all cases including cases processed from NTPC, Subsidiaries and JVs.
- c) The Suspension Order would operate for a period of six (06) months and is to be communicated to Agency.
- d) Suspension order shall be issued by Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended shall be hosted at intranet of CC&M. During the period of suspension, no new business dealing shall be held with the Agency.
- f) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

6.4 Effect of Suspension:

The Agency, after issuance of the Order of Suspension of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of Agency has been opened prior to issuance of Suspension Order under this policy, the price bid of Agency shall be rejected. In case, such agency is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such agency is the lowest evaluated bidder (L-1) and award recommendation on such agency has been put up for approval, or the award recommendation is approved prior to issuance of Suspension Order under this policy but award is yet to be placed, then award recommendation on such agency shall stand cancelled and the price bid of Agency shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

No award shall be placed on any agency if Suspension Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

Note- Contracts concluded before the issue of the Suspension Order shall, not be affected by the Suspension Order.

7. During the banning / withholding / suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.
8. Further in case of banning / withholding / suspension following would also be applicable:

(i) Participation of Agency as an Associate/Collaborator of the Main Contractor

The Agency, after issuance of the Order of Withholding/Banning/ Suspension of business dealings under this policy would not be allowed to participate as Associate/Collaborator of any bidders. In case the agency is proposed as Associate/Collaborator by any of the bidder and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened. Further, where the price bid of bidder has been opened prior to issuance of Withholding/Banning/Suspension Order under this policy, the price bid shall be rejected. In case, such bidder is the lowest evaluated bidder (L-1), next lowest evaluated bidder shall be considered as L-1.

Further, in case such bidder is the lowest evaluated bidder (L-1) and where award recommendation on such bidder has been put up for approval, or the award recommendation is approved prior to issuance of Withholding/Banning/ Suspension Order under this policy but award is yet to be placed, then award recommendation on such bidder shall stand cancelled and the price bid of bidder shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bidder as L-1.

Bid Security of such bidder shall be returned after rejection of bids in these cases.

(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor

After banning/ withholding/ suspension order, the banned/ withheld/ suspended Agency shall not be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material / equipment / service.

Further, if the banned/withheld/suspended agency is an approved Sub- vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the banned/withheld/suspended agency as a sub- vendor after the date of banning/withholding/suspension even though the name of the party

has been approved as a sub-vendor earlier.

(iii) Procurement of spares/awarding of Contracts in operating stations

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which business dealings have been withheld/banned/suspended with them provided the original Equipment has been supplied/manufactured by such Agency.

9. Treatment in Tender/ Contracts of JVs/Subsidiaries of NTPC

(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the Policy and Procedure for Debarment from business dealings and/or Contractor Performance Feedback and Evaluation System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3) / Show Cause Notice or Speaking Order for banning of business dealings (under Para 5.3, 5.4) / Suspension order for suspension of Business Dealings (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned JVs / Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves

The procedure prescribed in the Policy shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

NTPC LIMITED

(A Government of India Enterprise)



VOLUME – I

SECTION II

GENERAL PURCHASE CONDITIONS



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

1.0	Definitions & 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



		<p>assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and</p> <p>Law Governing the Contract: The Contract, its meaning and 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 any where 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>
<p>2.0</p>	<p>Contract Documents</p>	<p>The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called Supplier.</p>
<p>3.0</p>	<p>Order of the precedence of the Documents</p>	<p>The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> a) Purchase Order/Service Order alongwith its annexures. b) Amendment to Bidding Documents c) Special Purchase Conditions d) Technical Specifications & Scope of Work & Field Quality Assurance plan e) General Purchase Conditions f) The Bid and BOQ submitted by the Supplier g) Instructions to bidders <p>An amendment issued after issue of Contract shall take</p>



		precedent over the formal Contract and all other contract documents.
4.0	Language	<p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.</p>
5.0	Singular and Plural	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.
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	Mutual Consultation If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.						
14.2	Resolution of Dispute through Expert Settlement Council If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.						
14.2.1	<table border="1"><tr><td data-bbox="293 869 570 1703">Invitation for Conciliation</td><td data-bbox="570 869 1484 1213">(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.</td></tr><tr><td data-bbox="293 869 570 1703"></td><td data-bbox="570 1213 1484 1478">(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.</td></tr><tr><td data-bbox="293 869 570 1703"></td><td data-bbox="570 1478 1484 1703">(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.</td></tr></table>	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.
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14.2.2	Conciliation (i) Where Invitation for Conciliation has been furnished under GPC sub clause 14.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD, NTPC.						



		<p>(ii) ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NTPC. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. CMD will have authority to reconstitute an ESC to fill any vacancy.</p> <p>(iii) The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna / Navratna company in India other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NTPC Ltd and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.</p>																
<p>14.2.3</p>	<p>Proceedings before ESC</p>	<p>(i) The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>(ii) The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> a. Chronology of the dispute b. Brief of the contract c. Brief history of the dispute d. Issues <table border="1" data-bbox="683 1591 1401 1835"> <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"> e. Details of Claim(s)/Counter Claim(s) 	Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
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		<p>f. Basis/Ground of claim(s)/counter claim(s) along with relevant clause of contract.</p> <p>Statement of claims shall be restricted to maximum limit of 20 pages.</p>
		<p>(iii) In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p>
		<p>(iv) The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of NTPC who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of 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>

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).
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	
<p>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.</p>					
14.2.5	<p>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.</p>				
14.2.6	<p>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.</p>				
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</p>				



	<p>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"> <thead> <tr> <th>Amount of Claims and Counter Claims (excluding interest)</th> <th>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>Up to Rs.50 lakhs</td> <td>Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.</td> </tr> </tbody> </table>	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/-.
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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>								



	j) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.	
14.3.4	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.	
14.4	Notwithstanding any reference to the Conciliation or Arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. (b) the Employer shall pay the Contractor any monies due to the Contractor.	
15.0	Scope	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.</p> <p>b. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>c. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
16.0	Price Basis	As detailed in SPC.
17.0	Insurance	As detailed in SPC.
18.0	Freight	As detailed in SPC.
19.0	Delivery schedule	<p>The delivery Period shall commence from date of the Purchase Order/Service Order unless stated otherwise in the SPC.</p> <p>The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule</p>



		as per SPC.
20.0	Contract price	The Contract Price shall be as specified in the Purchase Order / Service Order.
21.0	Payment terms	<p>Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Employer specifying the amount due.</p> <p>Payment shall be released within thirty (30) days of receipt of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA, subject to acceptance of the materials.</p> <p>In cases of any discrepancy observed by the Employer in Supplier's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Supplier's bill/invoice/debit note by the Employer. The Supplier shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Supplier on any part of the bill/invoice, within ten (10) days of submission of clarification by the Supplier, the Supplier shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Supplier. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Supplier within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Supplier is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Supplier.</p> <p>Further, in case of rejection of part material against a particular P.O., the Payment against part accepted material shall be processed as per payment procedure and Supplier shall be intimated regarding reasons and details of rejected material. Credit notes (as defined in GST act) as applicable for such part may be issued based on original invoice already issued. The original invoice value will get reduced to the extent of such credit notes. The bill for the replaced material shall be separately submitted for future consideration of the Employer.</p>



		<p>In the event of dispute, the same shall be dealt as per contract provisions of dispute resolution.</p> <p>The Employer has established a Vendor Bill tracking System where vendor can submit their bill/invoice and track its status.</p>
22.0	Procedure of payment	<p>Payment shall be released on submission of invoice along with supporting documents as sought in the Purchase Order, on certification by Stores/ Engineer-In-Charge of NTPC.</p> <p>For all the cases where payment documents are to be directly submitted to NTPC (excluding Payment through Bank cases), the Invoice and supporting document(s) as required in the Purchase Order have to be Digitally Signed with class III digital signature and uploaded in the NTPC Vendor Payment Portal. Submission of documents in physical form shall not be accepted by NTPC unless otherwise asked for in the PO.</p>
23.0	Tax deduction at source	<p>Tax deduction at source shall be governed as per prevailing rules.</p>
24.0	Contract performance Guarantee (CPG)/PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender or as per SPC) • An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. <p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> <p>e. FOR AMC / CMS PERIOD</p> <p>The bidder shall be required to furnish a CPG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 months beyond the Annual</p>



		<p>Maintenance /Comprehensive Maintenance Services Contract period.</p> <p>This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.</p> <p>Note:-</p> <ol style="list-style-type: none">1. CPG, Warranty, Guarantee clause as specified in the SPC shall prevail.2. <i>In case CPG is submitted by way of Bank Guarantee, while issuing the physical BGs, the Supplier's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions</i>
25.0	Taxes & duties	<ol style="list-style-type: none">i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.

- vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.
- x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.



		<p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order/Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.</p> <p>xx. The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.</p>
26.0	Entry tax	Subsumed in GST.
27.0	Road permit	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
28.0	Authorized representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.



29.0	Packing	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p>
30.0	Warranty	<p>The provision of Warranty shall be as per SPC/Technical Specification.</p> <p>Our general terms are:</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>b) The warranty shall remain valid for a period of 18 months/ 12 months from the date of supply/use, whichever is earlier or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.</p> <p>d) <i>The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the supplier.</i></p>
31.0	Patents	<p>All royalties and fees for patents covering material/equipment/software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Supplier shall promptly notify the Employer in writing if the</p>



		<p>Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p>
32.0	Indemnification	<p>The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p>
33.0	Inspection and tests	<p>All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>



34.0	Removal of rejected goods and replacement	a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site. b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.
35.0	Liquidated damages	The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.
36.0	Amendment/ modification of contract	Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.
37.0	Payment at reduced rates	If the goods supplied are not according to specifications stipulated in the order, NTPC may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by NTPC.
38.0	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.

39.0	No breach of contract	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
40.0	Obligations of the Supplier	<p>The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.</p>
41.0	Force majeure	<p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract. Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <p>(i) terrorist acts,</p> <p>(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,</p>

		<p>(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.</p> <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14.0 (Settlement Of Disputes)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Supplier herein.</p>
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<p>42.0</p>	<p>Termination</p>	<p>The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :</p> <p>(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.</p> <p>(e) if the Employer, at its sole discretion, decides to terminate this Contract.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
<p>43.0</p>	<p>Risk purchase</p>	<p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to</p>



		procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.
44.0	Limitation of Liability	Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Supplier to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.
45.0	Fraud Prevention Policy	The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.ntpctender.com . The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
46.0	Integrity Pact	NTPC 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-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employers tender website http://www.ntpctender.com . Note: In case Integrity Pact is applicable for the particular tender, the same shall be specified in the SPC.



47.0	No Claim for interest or damage	<ol style="list-style-type: none">1. Interest on money due to the contractor/vendor: No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him.2. No claim for interest or damage: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.
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Important Note	The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.
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NTPC LIMITED

(A Government of India Enterprise)



VOLUME – I

SECTION III

PROCESS & PROCEDURES FOR REVERSE AUCTION

VERSION 1.0



	<u>Process & procedures on Reverse Auctions</u>
1	Introduction
2	Definitions & terminology
3	Who Can Participate
4	Bidding Options
5	Reverse Auction Type
6	Reverse auction, rules for event
7	Bid decrement
8	Auto extension rules
9	System Processing Time
10	Auto Refresh
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12	Surrogate bidding
13	Closure of Auction
14	Price break up
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16	Flash messages
17	Opening price
18	Weightage factor
19	Opening bid price & bid decrement
20	Check points for bidder to participate in real time auction.
21	Acceptance of terms & conditions
22	Procedures
23	User help



Instruction to bidder on Reverse Auction																
1.0	Introduction	<p>Reverse Auction (RA) is an on-line procurement method used to obtain quotations for goods and services. In a Reverse Auction, goods & services are procured from the lowest bidder (which is the "reverse" of a normal auction, wherein something is sold to the highest bidder).</p> <p>A Reverse Auction is typically conducted via the Internet whereby bidders anonymously quote against each other. Bidding takes place at a specified date and time and continues for a specified period of time or until no more quotes are received.</p>														
2.0	Definitions	Reverse Auction is an evolved e_Procurement tool that leverages internet technology to build a dynamic negotiation environment between pre-qualified suppliers to drive the price of goods/services downwards towards the most competitive price.														
3.0	Terminology	<p>Other commonly used terms are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Field</th> <th style="text-align: center;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Unit</td> <td>Unit of measure defined for an item. Some examples could include, each, gallons, or hours.</td> </tr> <tr> <td style="text-align: center;">Price Unit</td> <td>Subdivision of the item quantity upon which bids are based. The price unit is the denominator of item quantity in calculations.</td> </tr> <tr> <td style="text-align: center;">Start Price</td> <td>Defined during auction creation, it is the upper limit for bid prices.</td> </tr> <tr> <td style="text-align: center;">Decrement</td> <td>Minimum / Absolute or percentage value that each bid must be lower than the last.</td> </tr> <tr> <td style="text-align: center;">Rank</td> <td> <p>Bidder's rank among all bidders participating in the auction.</p> <p>The lower the rank number, the higher the standing in the auction. For example, a rank equal to one is the leading bid in an auction.</p> </td> </tr> <tr> <td style="text-align: center;">Total Bid Price</td> <td>Sum of all line item totals, based on the Bid Price</td> </tr> </tbody> </table>	Field	Description	Unit	Unit of measure defined for an item. Some examples could include, each, gallons, or hours.	Price Unit	Subdivision of the item quantity upon which bids are based. The price unit is the denominator of item quantity in calculations.	Start Price	Defined during auction creation, it is the upper limit for bid prices.	Decrement	Minimum / Absolute or percentage value that each bid must be lower than the last.	Rank	<p>Bidder's rank among all bidders participating in the auction.</p> <p>The lower the rank number, the higher the standing in the auction. For example, a rank equal to one is the leading bid in an auction.</p>	Total Bid Price	Sum of all line item totals, based on the Bid Price
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		<p>entered.</p> <p>This value is displayed under the item table if the bidder presses Enter on his keyboard prior to submitting a bid.</p>
	My Bid	Price of the bidder's last successfully submitted bid for an item (Item Rate).
	My Bid Value	<p>Value of each bid submitted:</p> <p>For Package Evaluation :- Sum of all line items total, based on the Bid Price entered.</p> <p>For item wise evaluation:- Value of each bid submitted for respective item (Total Value for an Item i.e. Item Rate X Quantity).</p>
	Best Bid	It is the overall best (package), or lowest bid received for an item.
	Next Valid Bid	Highest bid currently permitted for an item. The next valid bid is calculated by applying the decrement to the Overall best bid
	Bid Price	The field where you enter your actual bid price for an item.
	Total Bid Value	Value of bids on line items prior to submitting bids. This value is displayed under the line item table.
	My Minimum Bid	My Minimum Bid is the price of the bidder's successfully submitted minimum bid for an item. A bidder's minimum bid is only visible to the bidder.
	My Current Bid	The most recent actual bid submitted on the system for an item.
	My Current Bid Value	Value of current bid submitted for respective line item.
4.0	Who can participate?	Reverse Auction shall be conducted amongst the bidders whose bids have been found technically qualified / suitable responsive bidders, meeting all other tender conditions like QR, EMD etc.
5.0	Reverse	Reverse auctions generally followed in the industry are as under:-



	Auction Types	<p>English Auction (Overall Best Bid)</p> <p>Each new bid submitted is compared by the system to the current overall best (lowest price) bid.</p> <p>There is no distinction between bidders or companies with this logic. The lowest price among all bids submitted by all bidders is considered the best bid. Bid ranking follows this logic as well—the lowest bid price is equal to rank one, and so on.</p>
6.0	Reverse Auction: Rules for event.	<p>The reverse auction rules will essentially address the following points and will constitute an integral part of the bid document & are detailed at SPC (special purchase condition Ia).</p> <ul style="list-style-type: none"> ➤ Reverse auction duration. ➤ Bid decrement. ➤ Auto extension rules & duration. <p>The provision of auto extension as per auction rules is to be decided by NTPC / Owner before start of auction and communicated to the technically qualified vendors.</p>
7.0	Bid decrement	<p>Bid Decrement is the minimum fixed amount by which the next bid value can be decreased.</p> <p>Bidders should enter the next bid price considering the “Bid Decrement”, with reference to Overall best bid</p> <ul style="list-style-type: none"> • Bids once posted on the server during the reverse auction process can always be modified to the permissible next lower value in any amount equal or more than the bid decrement amount. <p>In no case would the system accept modification to a higher value.</p>
8.0	Auto Extension Rules	<ul style="list-style-type: none"> • The Bid Extension rules shall be apply after the expiry of the Auction duration earlier set & decided before start of Event. • In the event a bidder is placing his bid in last “X” minutes of the normal closure time, the event will get extended for next “Y” minutes for “Z” number of times. • “X” and “Y” can be decided by buyer in advance. Say 3 to 5 minutes depending upon type of Item. • The auction time will get automatically extended at installments of “Y” minutes so as to allow other bidders opportunity to participate and give better offer to win the bid. • In case no bid is received during any extended period, the auction



		<p>would close even if the total number of extensions i.e. Z is yet to happen.</p> <ul style="list-style-type: none"> • These time limits (X,Y,Z) shall be mentioned in the SPC /SCC.
9.0	System Processing Time.	<ul style="list-style-type: none"> ❖ Bidders may note, although extension time is Y minutes, 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 for the visibility to the owner. ❖ Considering the processing time for data exchange and possible network congestions, bidders in their own internet should avoid the last minute hosting of Price Bid. ❖ The bids visible to the Owner will be final for the purpose of acceptance & closing of the event.
10.0	Auto refresh	Screen will refresh automatically in every second.
11.0	Proxy Bid	<p>In case Proxy Bid is enabled in any bidding by the Owner, all the bidders shall be in proxy bid mode (Applicable only for Overall Best Price Based Auctions).</p> <ul style="list-style-type: none"> • Accordingly, all the vendors quote their minimum bid price. Proxy bid price, initially tallies cum matches the price placed by other bidders and later places the bid on behalf of the bidder who has placed lowest bid with a minimum one-bid decrement lower than the next higher bid on the system. • In cases where proxy bid facility is used, bid of the vendor who first placed the proxy bid would be accepted and the bid of the other bidders would not be accepted by the system with a message that your bid is outbid. • This is a secured feature and no one except the bidder who has entered the price knows the proxy bid floor price. • This is a recommended feature to avoid problems causing inability to place the bid due to failure or delays in net connectivity.
13.0	Closure of Auction	The Auction will be declared closed / concluded, when no bid is received in the last X minutes either during the set Auction time or during the



		Auto extension period.
14.0	Price Break Up	<p>After conclusion of the reverse auction event, successful bidder shall submit item wise price break up for all the items to NTPC in the prescribed format / price break up sheet within 48 hours of conclusion of the R.A.</p> <p>Item wise price breakup will be apportionment of the % discount of the R.A. over the original items rate quoted in the price bid only.</p> <p>The bidder shall not be allowed or permitted to increase the item rate of any item earlier indicated.</p>
15.0	Net Connectivity	<p>In case of problem with net connection at the time of auction, Bidder should immediately contact NTPC, to take further action on the same. However, this kind of request would not be accepted in last "X" minutes (i.e. Auto extended duration) of the auction.</p>
16.0	Flash Messages	The flash messages are displayed during and between the auction sessions.
18.0	Weightage Factor	<p>Shall be incorporated in the System before start of the event, This factor is the effect of financial implication arising out of:</p> <ul style="list-style-type: none"> • Technical and commercial loading on the Bid by the Owner. • Weightage factor being loading factor of the respective bidder for technical. • The auction bid of the bidder will be automatically updated by weightage factor for the purpose of display.
19.0	Opening bid price and bid decrements	The opening bid price and bid decrement amount will be intimated at the start of the bidding process. The process of sending the details shall be on-line messages.
20.0	Check points for bidder to participate in real time	<ul style="list-style-type: none"> • Valid Login ID and Password for SRM website • Check the details of Reverse Auction items / package.



	<p>auction</p>	<ul style="list-style-type: none"> • Undergone the vendor training • Understand the rules of Reverse Auction. • Opening price, duration, and bid decrement of the reverse auction, as communicated.
<p>21.0</p>	<p>Acceptance of terms & Conditions</p>	<p>Participation in an auction event is by invitation only from NTPC. Bidders participating in the bid are deemed to have understood and accepted all the auction rules for participation at the bid event.</p> <p>NTPC may decide to extend, reschedule, pause or cancel an auction. Acceptance of final out come of the auction and award decision will rest with NTPC and would be binding on the bidders.</p> <p>Bidders should also note that :-</p> <ol style="list-style-type: none"> 1. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of NTPC. 2. Bidding process related queries could be addressed to NTPC helpline. 3. Bidder may call at NTPC help line to make a surrogate bid if Internet connection is down. However the bid shall be placed only on receipt of a fax. which should be duly stamped and signed by the authorized signatory and must reach NTPC during the Auction time or before the closure of events. 4. Bidders may note, although extension time is 'X' minutes, 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 to the server for the visibility to the Owner . 5. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid. 6. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details. 7. Bidder is advised to understand Auto Bid and Surrogate Bid process as a protection against technical failure.



		<p>8. It is brought to the attention of the bidders that the bid event will lead to the final price only.</p> <p>9. Technical and other non-commercial queries (not impacting price) can only be routed to the NTPC contact personnel indicated in the bidding documents.</p> <p>10. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between successful bidder and NTPC.</p> <p>11. Order shall be placed outside the e-portal & further processing of the PO shall be also out side the system.</p> <p>12. Bidder will not divulge either its own bid or those of other bidders to any other external party.</p> <p>13. Bidding process related queries should be addressed to NTPC personnel indicated in the bidding documents.</p>
22.0	Procedures	<p>For access to Auction site, Reverse Auction portal / website: https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart</p> <ul style="list-style-type: none"> • Login ID and Password: Use your personal Login ID and Password to participate the online event • Click on “Process Bid” and subsequently on “Live Auction document number”. • Click on “Live auction” to launch Live Auction. Live Auction Cockpit shall appear on the screen. • Enter Item Rate in the “Bid Price” field for each item and press “Submit” to quote in Live Auction. A confirmation prompt showing total Bid Price shall appear on the screen which is required to be confirmed. In case of any mistake in entering the price click on the “No” button to reenter the Prices. • In case the Prices are accepted by the system , it prompts “Your bid for the line item # has been successfully submitted” otherwise message “Bid price is too high; Bid rejected for the following line item #” (#respective line item no) • At any time during the auction Buyer can chat with the Bidder and vice versa. • Incase the Auction is paused by the Buyer a prompt will appear on the screen conveying the message • Similar prompt will also come on resuming of the Auction, Time



		Extension of the Auction and Close of Auction
23.0	User Help	<ol style="list-style-type: none">1. Log on to https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart2. Enter your Login ID & Password. Click on the link 'Login'3. You will reach your account Home Page, Click on the required NIT and then on the Auction tab to enter the Auction Cockpit. 4. You will enter the Auction Cockpit.<ul style="list-style-type: none">➤ Check points for starting real time auction➤ Check the details of Reverse Auction participating for,➤ Had taken the vendor training➤ Correct Item name that is set for reverse auction➤ Opening price, duration, and bid decrement of the reverse auction, as communicated

F. No. DPE/7(4)/2017-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises

Block No. 14, CGO Complex,
Lodi Road, New Delhi-110003
Dated the 24th February, 2023

To,

Chief Executives of all CPSEs

Subject:- Restrictions under Rule 144(xi) of the General Financial Rules
(GFRs), 2017 - regarding

Sir/Madam,

The undersigned is directed to reiterate the instructions as contained in
Department of Expenditure O.M. No. 7/10/2021-PPD(1) dated 23rd February, 2023
(copy enclosed) to all CPSEs for their information and strict compliance.

Encl : As stated


(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director (PPD), Department of Expenditure, Room No.
264-C, North Block, New Delhi.

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.


23/02/2023
(Kanwalpreet)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

List of Category-I Sensitive sectors:

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

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**CERTIFICATE FOR COMPLIANCE TO
ALL PROVISIONS OF BIDDING DOCUMENTS**

(Certificate of "NIL" Deviation) Towards COMPLIANT BID

To,

Dear Sir,

BID Ref.....

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

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

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



PAN, GSTIN AND OTHER CONTACT DETAILS

To,

Dear Sir,

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

(a) **PAN number**

Our PAN number is as under:

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

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

(b) **GSTIN :**

Our GSTIN is

GSTIN	
--------------	--

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

(c) **Other Details :**

Contact Person	
Email Id and Contact No.	
NTPC Vendor Code (if available)	

BIDDER'S QUALIFICATIONS AS PER QR
 (To be uploaded in Pre-Qual/Technical Envelope)
 (Qualification Data)

BID Ref.....

S. No.	PO No./ Date	Executed Amount	Date of execution/ completion	Documents duly authenticated and digitally signed by Third Party Inspection Agency /Independent Statutory Auditor in the Undertaking format as per tender terms and conditions.	
				Work order copy with BOQ Yes/ No	Work completion certificate, Invoice, LRs and Proof of receipt of payment Yes/ No
1.0					
2.0					
3.0					

Note:

Bidder has to strictly follow this format while filling this Attachment to establish meeting the Qualification Requirement. The Reference Plants/Orders/Works declared, shall only be considered for evaluation /establishing compliance to Qualifying requirements. No change or substitution in respect of reference plants/Orders for meeting the specified qualifying requirements shall be offered by bidder.

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

Date :
 (Designation).....

Place :
 (Printed Name).....

(DETAILS PERTAINING TO FINANCIAL QUALIFICATION OF THE BIDDER)

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

GEM BID Ref.....

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

S No	Financial Year	Amount in Bidder's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2022 – 2023			
2	2021 – 2022			
3	2020 – 2021			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements for the last 3 financial years#		Yes*/No*	

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

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

1. Name and Address of the Holding Company:

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

S No	Financial Year	Amount in Holding Company's Currency	Amount in INR (Lacs)	Exchange Rate as on seven (7) days prior to the
------	----------------	--------------------------------------	----------------------	---

				date of Techno- Commercial bid opening
1	2022 – 2023			
2	2021 – 2022			
3	2020 – 2021			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements of Holding Company for the last 3 financial years#		Yes*/No*	

* Please Strike off whichever is not applicable.

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

(DETAILS PERTAINING TO FINANCIAL QUALIFICATION OF THE BIDDER AS PER NIT)

Bidder's Name and Address:

To

Contract Services

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

The Details are as under:

Sl. No.	Description	As on last day of the preceding financial year
1.	Paid-up Share Capital	
2.	Net Worth	
3.	%age of Net worth to Paid-up Share Capital	
4.	Documentary evidence like Annual Reports/Audited financial statements for the last 3 financial years* in support of above is enclosed at Annexure..... to this Attachment	
5.	Since we are not able to furnish our audited financial statements, on standalone entity basis, we are submitting the following documents for substantiation of our Qualification:	
	(a) Copies of unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company for the last 3 years enclosed at Annexure..... to this Attachment.	
	(b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company, is enclosed as per the format at Appendix-A to this Attachment.	

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

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

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

1.Name and Address of the Group Companies:

1.
2.
3.

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

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

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

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

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

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

Bid Ref :.....

Date:.....

To

Dear Sir,

- 1.0 I, Mr./Ms.(*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the..... (Name of thepackage) under NIT reference No. Dated

Yours faithfully,
Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note : *Strike off whichever is not applicable.

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

GeM Bid Ref. :

Date:

To

Central Procurement Group-I

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

Dear Sir,

- 1.0 I, M/s..... (CEO of the company / CFO of the company)*, declare that M/s..... (Name of the Holding Company) is the Holding Company of M/s..... (Name of the Bidder)
- 2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no..... dated..... have been considered for the purposes of the finalisation of Consolidated financial statements of the Holding Company as part of the Annual Reports.
- 3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and/or Annual Report of the Holding Company.

Yours faithfully,

(Signature).....

(Name &
Designation)

(Name of the
Holding Company)

(Seal of
Holding Company)

Note: *Please Strike off whichever is not applicable.

PROFORMA OF LETTER OF UNDERTAKING
(TO BE STAMPED AS PER INDIAN STAMP ACT)

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

Ref. :

Date:

To

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

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

(Name & Designation)

(Name of the Holding Company)

(Seal of Holding Company)

Witness:

(1)

(2)

Appendix-I

Undertaking from Independent Statutory Auditor

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

Bid Ref. No:

DATE:

To,

NTPC Limited,
Unified Shared Service Center- C&M Raipur,
Plot No 87, Sector 24, Atal Nagar
Nava Raipur, Raipur
Chhattisgarh-492018

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

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

Dear Sir,

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

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

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

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

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

(ISA to provide list of all documents viz. Purchase Order , Completion Certificate/Client Certificate, Invoices, LR, away bills etc. verified by them along with reference numbers)

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

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

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

(ISA to verify and provide details of payment realized against aforementioned Purchase Orders/Invoices)

.....

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

Thanking you,

* *Strike off, whichever is not applicable.*

.....

Appendix-II

Undertaking from Third Party Inspection Agency

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

Ref.: _____ Date: _____

To,
NTPC Limited,
Unified Shared Service Center- C&M Raipur,
Plot No 87, Sector 24, Atal Nagar
Nava Raipur, Raipur
Chhattisgarh-492018

Dear Sir,

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

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

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

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

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

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

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

All the aforesaid documents (viz. Purchase Order, Completion Certificate/Client Certificate, Invoices, LR, e way bills etc. verified by them along with reference numbers) has been digitally signed by us as a certificate of authenticity.

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

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

Thanking you,

* *Strike off, whichever is not applicable.*

.....

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

From: xxxbank@xx.in

To: xxx@ntpc.co.in

We have issued BG No. dated for an amount of Rs. on behalf of[Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

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

We undertake not to cancel the aforementioned BG No. without written consent / instruction from NTPC.

(Name of Bank Official)
Authority No.

Form of Bank Guarantee towards Bid Security

Bank Guarantee No.
Date.....

To :

NTPC Limited,
Unified Shared Service Center- C&M Raipur,
Plot No 87, Sector 24, Atal Nagar
Nava Raipur, Raipur
Chhattisgarh-492018

Dear Sirs,

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

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

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

This Guarantee shall be irrevocable and shall remain valid upto(@).....If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued. In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

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

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

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

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

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

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. **Bank Guarantee should be executed on Non judicial stamp paper/E stamp paper of appropriate value as per Stamp Act prevailing in states as under (whichever is higher):**
 - **State where BG is submitted (Unified Treasury, Dadri - U.P.)**
 - **State where BG to be acted upon (State where concerned plant/Unit is situated)**
 - **State where BG is executed (State of BG issuing bank branch)**

The stamp duty is to be paid before or at the time of executing the Bank Guarantee and submission of stamp paper for deficit duty post execution of the BG is not admissible.

5. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
6. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014
7. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.

PROFORMA FOR EXTENSION OF BANK GUARANTEE

(On non-judicial stamp paper of appropriate value)

Ref.:

Dated:

NTPC Limited

.....

Dear Sirs,

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

At the request of M/s, We Bank
branch office at and having its head office at
..... do hereby extend our liability under the above mentioned
Guarantee No. dated..... for a further period of
years/month from to expire on

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

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

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

Stamp)

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

Date:

Seal of Bank

Note:

1. @ The extension of the Bank Guarantee should be forwarded to the Unit/
Project/ Corporate Centre, from where the extension has been sought.
2. The extension of BG should be on Non-Judicial stamp paper/e-stamp paper of
appropriate value as per Stamp Act prevailing in the State(s) where the BG is
submitted or is to be acted upon or the rate prevailing in the State where the
BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall

be purchased in the name of Bidder/Bank issuing the guarantee.

CHECKLIST

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

Sl. No.	Details of checks	YES / NO
1	Is the BG on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document	

	No./Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	
8	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant ?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

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

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

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

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 1 AB Bank Ltd
- 2 Abu Dhabi Commercial Bank PJSC
- 3 American Express Banking Corporation
- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B. S. C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG

- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A. G.
- 19 Doha Bank Q. P. S. C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q. P. S. C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

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

FAQs of Vendor Payment Portal for Vendors

Frequently Asked Questions are divided into 4 categories.

- A. LOGIN & PASSWORD RELATED
- B. DOCUMENT UPLOADING RELATED
- C. INVOICE & PAYMENT TRACKING RELATED
- D. OTHERS

	A. <u>LOGIN & PASSWORD RELATED</u>
Q. 1	<p>Question – When can I use this NTPC Vendor payment Portal?</p> <p>Answer- You can use this portal after Your valid login</p> <ul style="list-style-type: none"> i) To upload invoices/ bills & other supporting documents which are to be submitted to NTPC by you for any supply / service /work executed by You against a Purchase Order placed on You ii) To track status of payments for Bills submitted by You (both digital & physical mode submission)
Q. 2	<p>How can I know my login ID, I want to upload invoice/bills?</p> <p>Answer- The login ID is Your NTPC ERP Vendor code prefixed with “V”. If the Vendor code is 1000099, then the login id for NTPC Vendor payment portal will be “V1000099”.</p> <p>You can view your NTPC ERP code in the purchase order issued to you by NTPC</p>
Q.3	<p>our password for NTPC Vendor Payment Portal?</p> <p>change password?</p> <p>Reset Password, if forget password?</p> <p>reset password, if both email id and mobile number not available for OTP Verification?</p> <p>Ans- (a) Your initial password will be your firm’s PAN. Just after login system</p>

	<p>shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length.</p> <p>gin go to Option 'My Profile', you will find the change password option.</p> <p>password link has been provided below "VENDOR SIGN-IN" button. Same OTP for shall be send to mobile number and email id. After successful verification set new password option shall be provided. It is only available for the Vendors who have successfully verified their email id and mobile number.</p> <p>email id and mobile number not available for OTP Verification, write an email request for password reset along-with email id and mobile number, digitally signed Firm Identity document e.g. GST</p> <p>Registration/ ROC and NTPC Employee name, Employee Number, Designation, Project/Site/Office Location for reference purpose to ntpc_vpp@ntpc.co.in . After verification, email id and mobile number shall be updated in profile and you shall be informed for resetting password through Forget password link.</p>
Q 4	<p>Our company has multiple NTPC Vendor codes (different for different locations), which Vendor code We should use for uploading the invoice & knowing the payment status?</p> <p>Answer- The Vendor should use the particular NTPC ERP Vendor code appearing the first page of NTPC Purchase order for which he wants to upload the invoice.</p>
Q 5	<p>How can the Vendors change their password of Vendor payment portal login or get a new password when the old one is forgotten?</p> <p>Ans :- Your initial password will be your firm's PAN. Just after login system shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length.</p>
	<p style="text-align: center;">B. <u>DOCUMENT UPLOADING RELATED</u></p>

Q.6	<p>How to upload the digitally signed Invoice?</p> <p>Ans.- After login go to option 'Upload Invoice'. Enter PO Number, select Plant, and enter Invoice Number, Date and Amount including Taxes, email and mobile.</p> <p>Now press 'Submit' button, a popup screen will appear where you have to upload Digitally signed Invoice. For adding supporting documents click 'Add new document'.</p> <p>Still, you are facing issues, you may contact our helpdesk executives on Toll-Free Number 1800-102-5970</p>
Q 7	<p>Q- Can I upload invoice & other supporting documents with class I / class II digital certificate?</p> <p>Ans- No documents are to be signed with class III digital certificate only</p>
Q.8	<p>How to purchase a Class 3 Digital Signature?</p> <p>Ans. -On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature' 'Where to get?'</p> <p>https://pradip.ntpc.co.in/VendorFinal/DSC_Help_23_04_2020.pdf</p>
Q 9	<p>Can I upload documents with a digital signature whose validity has expired?</p> <p>Ans- No the digital certificate has to be a valid one. You have to get the digital certificate revalidated from the source you had purchased or get a new digital certificate</p>
Q 10	<p>Q- What should be the size of the each uploaded documents?</p> <p>Ans- Ideally each PDF should be made in low resolution & size should be less than 700 kb</p>
Q 11	<p>Q- Can We combine all the invoice & payment supporting documents upload them in one tab.</p> <p>Ans- No, all documents like Invoice / Bill, LR, Test certificate should be loaded as separate digitally signed PDFs against the respective tabs. If the type of the document to be uploaded is not available, then You use "Any Other Documents" tab</p>
Q.12	<p>Consignee Plant / delivery location Code is not visible while submitting Invoice?</p> <p>Ans.- This happens when the internet connection is slow and system is not able to fetch data from web service. Please try after sometime or re-login again in the system.</p>

Q 13	<p>Q- How to upload bill documents for project packages (supply/ erection/ commissioning), where the Vendor does not know the NTPC ERP Purchase order number?</p> <p>Ans- Select Package Radio Button, system will show all your SAP packages across NTPC. Now, select correct package, system will fetch project automatically. Rest is same.</p>
Q.14	<p>If you are getting error of 'Failed to start process' while submitting digitally signed Invoice?</p> <p>Ans- Kindly ensure that you have not used decimal value in amount field and special characters in "Remarks" field like ', &, etc.</p> <p>Still, you are always getting same error 'Failed to start process', write email to ntpc_vpp@ntpc.co.in with your Vendor Code, Name and Contact Number.</p>
Q.15	<p>Not able to make the Class 3 Digital Signature on document?</p> <p>Ans- On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature' & 'How to Use?'</p> <p>https://pradip.ntpc.co.in/VendorFinal/How_to_Insert_a_Digital_Signature_PD_F_Document.pdf</p>
Q.16	<p>While submitting the Digital Invoice 'Submit' button is not working? Ans. Submit button gets disabled when there is validation error in the screen</p> <p>e.g. Invoice Number already entered, Invalid data in Amount Field, Invoice Date, Invoice Number, fields etc.</p>
Q.17	<p>How to close/ reject the wrongly submitted digitally signed Invoice? Ans.- You may write an email request your EIC to close/reject the submitted invoice before Acceptance by EIC.</p>
Q 18	<p>Question – I have already sent physical copy of our bills & related documents along with the supply of goods. Do I need to upload them in NTPC Payment portal also?</p> <p>Answer – Yes. You have to upload the same in NTPC portal with class III digital signature. This will ensure proper tracking of bills and communication with you in case of any discrepancy & online status of the bills.</p>

Q 19	<p>Q-Shall we need to upload documents which are already available with NTPC or issued by NTPC? Such as MDCC, MRC, L2 schedule etc.</p> <p>Ans- Yes, If such document has been asked as per the Purchase Order / Contract/ as requested by EIC, You have to upload the same like other payment supporting documents</p>
Q 20	<p>Q- The payment term in our order is 90% / 100% through Bank against dispatch documents. Do I need to upload the payment documents in NTPC Vendor payment portal?</p> <p>Ans- No, in the case of payment term through bank (LSC Payment), there is no need of uploading digitally signed invoice & supporting documents. Original documents may be submitted at bank and copies may be sent to NTPC as per instructions in PO.</p>
Q 21	<p>Q- Shall we get the intimation SMS/ e-mail, whether our invoice is successfully submitted? Or whether it is processed? Or whether payment released</p> <p>Ans- In case of successful online submission, Vendor gets the Document reference number & Bill Processing Executive / Store Person reference in the right top hand sight screen itself. Later Vendor can see the same in “My- job” menu option. These NTPC persons will be starting the bill processing. Emails are sent when submitted invoices are accepted / rejected or discrepancy is raised / payment released. Vendors are requested to view their emails regularly</p>
C.	<p><u>INVOICE & PAYMENT TRACKING RELATED</u></p>
Q.22	<p>How to track the status of the Invoice?</p>
	<p>Ans-</p> <p>Go to ‘My Job’ menu option and click the ‘lens’ icon after entering relevant date range. Status columns show two squares, first for Invoice Acceptance Status and other for Payment Status.</p> <p>Legends : GREEN - Approved ORANGE - In Process RED Rejected</p> <p>1) Whether invoice accepted and moved can be track from clicking on invoice no under my job section.</p> <p>2) Details of Invoice payment can be tracked from Payment against PO/UTR/Ref no (8xxxx xxxxx)</p>

Q.23	<p>When payment against Invoice will be credited in my account?</p> <p>Ans.- You can track the payment against Invoice in menu option 'Payment Details' → 'PO Payment Details'</p> <p>Now enter either Invoice Number or Document Reference Number or PO Number to search the payment details.</p> <p>Invoice Number, Document Reference Number or PO Number you can get from the 'My Jobs' menu options.</p> <p>It shows the various stage of the payment.</p>
Q 24	<p>Q- Where can the Vendors see the details of individual payment received by them along with deduction details if any?</p> <p>Ans :- In menu option 'Payment Details' → 'PO Payment Details'</p>
D.	OTHER S
Q 25	<p>We are supplying against an old PO where it was mentioned to send invoice & other supporting documents in originals to the consignee Stores & copy to Purchase & Finance department. Should we send hard copy of these documents?</p> <p>Ans- No. Even for old NTPC Purchase Orders mentioning hard copy submission, invoice needs to be submitted online in digital mode only. There is no need to send any hard copies of the documents.</p>
Q 26	<p>Q- Can Bank Guarantees be submitted in soft copy in NTPC Vendor Payment Portal?</p> <p>Ans- No. Bank Guarantees are to be submitted in original by Post / Courier / Hand delivery to the concerned Purchase department or to the authority as mentioned in the Purchase Order.</p>
Q 27	<p>In which type of cases the LR copy / Consignment note is to be directly sent by vendor in original to NTPC?</p> <p>Ans: In specific cases where vendor is supplying on FOR, 'Nearest Destination' Godown basis, where subsequent transportation from Transporter's Godown to NTPC Site is to be arranged separately by NTPC, the Vendor has to mandatorily send original Consignee Copy of LR/ Consignment Note to the Consignee as per details mentioned in the PO. For other cases, the original Consignee Copy of LR/ Consignment Note shall be received by NTPC along with the material (through transporter)/ through bank (in LSC Payment cases).</p>

Q 28	<p>I have supplied to NTPC through a GeM portal contract, how can I upload my invoice in NTPC Vendor payment portal?</p> <p>Ans- Presently for supplies against GeM portal orders there is no need to upload digital invoice in NTPC Vendor Payment Portal. The supplier needs to send his tax invoice to the consignee along with the goods.</p>
Q 29	<p>I have supplied to NTPC through a GeM portal contract. Can I track my payment status through NTPC Vendor payment portal?</p> <p>Answer- The GeM supplier can track their payment status through GeM Portal, where the details are updated by NTPC officials regularly. However, if you know your NTPC ERP vendor code along with the SAP Purchase Order No. (created in backend), then you may login to NTPC payment portal & track the status.</p>
Q.30	<p>How to update the PAN/GST Number?</p> <p>Ans- Kindly contact/ send e-mail to the C&M Department/EIC of the NTPC Project/Station from where PO has been issued, along with the relevant document.</p>
Q 31	<p>Q- Can I use this portal to lodge my grievance, suggestion or uploading of our credentials?</p> <p>Ans- No this portal is only for uploading of invoices</p>
Q 32	<p>Q- What is the benefit of Invoice / Bill submission in Digital mode</p> <p>Ans- Live tracking facility of all bills, alleviating the concerns arising out of missing documents, improving bill processing lead times and thus streamlining the entire payment cycle</p>



NTPC LIMITED

(Corporate Contracts – Planning & Systems Group)

Ref. No.: CS-QS-C-864

Date 09.10.2023

CIRCULAR NO. 864

Sub: Guidelines for implementation of NTPC Anti-Bribery and Anti-Corruption (ABAC) Policy.

1.0 NTPC is committed to prevention, deterrence & detection of bribery and other corrupt business practices & for the same, various policies have already been implemented in NTPC. NTPC has recently adopted Anti-Bribery and Anti-Corruption (ABAC) policy which will supplement the existing systems and procedures in the organisation to uphold its zero-tolerance approach to bribery and corruption. It has been decided to incorporate provisions regarding NTPC ABAC policy in the Bidding Documents of NTPC.

2.0 Accordingly, the following provisions shall be incorporated in the bidding documents.

2.1 SUPPLY-CUM-INSTALLATION / SUPPLY-CUM-INSTALLATION-CUM-CIVIL WORKS / CIVIL WORKS PACKAGES

(a) Add a new Clause “Anti-Bribery and Anti-Corruption (ABAC) Policy” in the ITB through BDS as follows:

Anti-Bribery and Anti-Corruption (ABAC) Policy:

The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in/>.

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

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

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

- (b) **Modify ITB Clause 8.1.3 regarding General technical Evaluation (GTE) Conditions to add ABAC policy as follows as follows:**

General Technical Evaluation (GTE) Conditions:

Bidders shall be required to accept the following mandatory General Technical Evaluation (GTE) condition of the Tender at e-Tender Portal prior to the submission of Bid:

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

By accepting above GTE, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:

- (a) Full compliance on Qualifying Requirements.
- (b) Fraud Prevention Policy of NTPC.
- (c) Policy for Debarment from Business Dealings of NTPC.
- (d) ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”
- (e) All provisions of the Integrity Pact (if applicable)
- (f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC

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

- (c) **Add a new Clause “Anti-Bribery and Anti-Corruption (ABAC) Policy” in the GCC through SCC as follows:**

Anti-Bribery and Anti-Corruption (ABAC) Policy:

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

- 2.2 The above provisions shall be suitably incorporated in the bidding documents of Supply / Supply-Cum-Installation / Supply-Cum-Installation-Cum-Civil / Civil Works / O&M works / Consultancy Assignments Packages invited from Corporate Centre / USSC/ Regions / Sites in cases where NIT / IFB are yet to be issued or Techno-Commercial bids (in case of Single Stage Two Envelope bidding) / Price bids (in case of Two Stage bidding) are yet to be opened.
- 3.0 Wherever bids are being invited through GeM, where creation of GTE / Attribute field is not possible, adherence to NTPC ABAC policy shall be taken in the form of declaration in a separate Attachment or in the Bid Form as per **Annexure-I**.
- 4.0 This Circular is being issued with the approval of the Competent Authority and comes into force with immediate effect.

Digitally signed by
Praween K Singh
Date: 2023.10.09
16:38:57 +05'30'

(Praween K Singh)
GM (CS -P&S)

..... PACKAGE
FOR
..... PROJECT
BIDDING DOCUMENT NO.

(Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy)

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

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

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

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- e) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.ntpc.co.in/>
- f) **Policy & Procedure for Debarment from Business Dealings** – shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

1.1 Minimum Local Content

1.1.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50 %. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

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

2.0 Eligibility for Participation:

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

a) *For tenders having lump sum evaluation:

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

b) *For tenders having item wise evaluation:

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

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

a) *For tenders having lump sum evaluation:

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

b) *For tenders having item wise evaluation:

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

3.0 ~~Purchase Preference~~

3.1 ~~Margin of Purchase Preference~~

~~The margin of purchase preference shall be 20%.~~

3.2 ~~Purchase preference shall be given as specified hereunder:~~

3.2.1** Procurements where MSE benefits are not applicable:

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

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

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

- Among all qualified bids and substantially responsive bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1)

price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.

- In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.
- (ii) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC.
- (iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

Notes:

- ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.*
- ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*

OR

3. 2.2 Procurements where MSE benefits are applicable**

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

Category	Terminology
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local supplier	"Non-MSE non-Class-I local supplier"

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

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

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

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

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

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

- **If L1 is "Non-MSE but Class-I local supplier"**

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

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

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

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- **If L1 is "MSE Class-I local supplier"**, the contract will be awarded to L1.
- **If L1 is " MSE but non-Class-I local supplier"**
 - ✓ The lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
 - ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the next higher evaluated bid within the margin of twenty (20%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
 - ✓ In case none of the Class-I local suppliers within the margin of twenty (20%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

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

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

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

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

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- **If L1 is an "MSE Class-I local supplier"**, the contract will be awarded to L1.
- **If L1 is not an "MSE Class-I local supplier"**
 - ✓ If L1 is a "Non-MSE but Class-I local supplier" or "MSE but non-Class-I local supplier":

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

In case none of the "MSE Class-I local suppliers" within the margin of fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.

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

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

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

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

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

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

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

- **If L1 is an “MSE but non-Class-I local supplier”**

- ✓ 50% of the order quantity shall be awarded to L1.
- ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
- ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
- ✓ Balance quantity is to be ordered on the L1 bidder.

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

- ✓ All qualified MSE bidder(s), whose Evaluated Bid Price is within the range of 15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
- ✓ Thereafter, the lowest evaluated bidder among the Class-I local suppliers including MSEs (who are also Class-I local suppliers) will be invited to match the lowest evaluated bid (L1) price for 50% of the remaining quantity [ordered quantity less quantity awarded on MSEs] subject to the Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price.
- ✓ In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
- ✓ Balance quantity is to be ordered on the L1 bidder.

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

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

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

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

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

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

Notes:

- ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.*
- ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*

OR

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

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

~~The following procedure shall be followed:~~

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

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

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

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

Notes:

- ***In case of item-wise tenders, where evaluation is done for each item and each item is awarded to multiple bidders, the aforesaid procedure shall be followed item-wise.*
- ***In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.*

4.0 Deleted

5.0 Verification of Local Content:

- 5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification /

declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

- 5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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

- 5.3 Deleted

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

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

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

6.0 Local Sourcing

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

- 6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service

providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.
