

NTPC LIMITED
(A Government of India Enterprise)



UNIFIED SHARED SERVICES CENTER
(CONTRACTS AND MATERIALS DEPARTMENT)

CPG-3

CONTRACTS SECTION

SECTION – II

INSTRUCTION TO BIDDERS (ITB)
FOR O&M WORKS

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1.0 INTRODUCTION

- 1.1 NTPC Limited, Unified Shared Services Center – CPG-3, NTPC Simhadri (hereinafter called “NTPC” or “Employer”), wishes to receive bids for the Package named in NIT/Tender Details/IFB.
- 1.2 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
- 1.3 The tender can be viewed in our e-Procurement Portal (<https://eprocurmentpc.nic.in>).

2.0 SOURCE OF FUNDS

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

3.0 CONFLICT OF INTEREST

- 3.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer’s interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
 - b) they have the same legal representative/agent for purposes of their bids; or
 - c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
 - e) Bidder participates in more than one bid in this bidding process.

For the purposes of this clause the term ‘control’ shall have the following meaning:

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

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

3.2 Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e- Tender Portal:

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

Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.

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

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

4.0 **BIDDER'S SITE VISIT**

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

PART B - BIDDING DOCUMENTS

5.0 **CONTENT OF BIDDING DOCUMENTS**

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

Section

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

II Instructions to Bidders (ITB)

III General Conditions of Contract (GCC)

IV Special Conditions of Contract (SCC)

V Technical Specifications and Bid Drawings

VI Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)

VII Forms and Procedures

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

5.3 **Qualifying Requirements**, if applicable

The qualifying requirements for the tender are specified in the Annexure-1 of Invitation for Bids (IFB /NIT/Tender enquiry).

5.4 **Documents in support of meeting Qualifying Requirements**

Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.

Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. **These references (Mentioned in Attachment-3/Uploaded in the submitted bid) shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).** No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

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 3 (three) times the reference documents like Work Orders/Purchase Orders/Letter of Awards/Contract Agreement, client certificates etc. for each Qualifying Requirement criteria specified in the tender.***

Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following General Technical Evaluation (GTE) condition:

"Do you certify full compliance on Qualifying Requirements?"

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

- (a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
- (b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in NIT/Tender Enquiry shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
- (c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

5.5 **Bid Drawings**

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

6.0 **CLARIFICATION OF BIDDING DOCUMENTS**

A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

EMPLOYER will post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications.

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

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

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

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

7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

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

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

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

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

The corrigendum/amendment will be posted in the tender on the 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.

To give prospective Bidders reasonable time to take the amendment into account in preparing

their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids..

PART C - PREPARATION OF BID

9.0 COST OF BIDDING

9.1 The Bidder shall bear all costs associated with the preparation and submission of his 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.

10.0 LANGUAGE OF BID AND UNITS OF MEASURE

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

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

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

11.0 DOCUMENTS COMPRISING THE BID

11.1 The bid submitted by the Bidder shall interalia comprise of the following documents:

- (a) Bid Form duly completed and digitally signed by the Bidder using Class II/III digital signatures, together with all Attachments identified in ITB Sub-Clause 11.3 below.
- (b) Online Schedules of Quantities duly completed.

11.2 Bidding procedure shall be as specified in the NIT/Tender Details/IFB.

11.3 Each Bidder shall submit with his bid the following attachments:

11.3.1 TECHNO-COMMERCIAL BID

- (a) **Attachment 1: Earnest Money Deposit & Tender Fee** *(If specified in the NIT/Tender Enquiry)*
(To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal)

Earnest Money Deposit shall be furnished in accordance with ITB Clause 14.0 in a separate sealed envelope in case paid in modes other than on-line payment. Bid not accompanied by the requisite Earnest Money Deposit in a separate sealed envelope, or bid accompanied

by Earnest Money Deposit of insufficient value, shall not be entertained and in such case, the bid shall not be opened and rejected pursuant to ITB Sub-Clause 14.4.

(b) **Attachment 2: Authority to Sign the bid** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause No.13.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.
- iv) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

(c) **Attachment 3: Bidder's Qualifications** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

Documentary evidence establishing that the Bidder meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid:

(A) **Legal Status of the Company**

1. In case of Sole Proprietorship Concern

- i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
- ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.

2. In case of Partnership Firm

- i) Certified photocopy of the Partnership Deed, with upto date amendments (if any).
- ii) Registration certificate issued by the Registrar of Companies concerned, if any.
- iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.

3. In case of Private Limited Companies

- i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.
 - ii) Certificate of incorporation of the Company.
4. In case of Public Limited Companies and Statutory Corporations.
- i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
 - ii) Certificate of Incorporation of the company - In case of public limited Co. only.
 - iii) Certificate of Commencement of Business - In case of public limited Co. only.
5. In case of Consortium/ Joint Venture bid
- i) The information listed in Qualifying Requirements in NIT/IFB/Tender Enquiry shall be submitted for each Joint Venture or Consortium partner.
 - ii) The bid, shall be signed so as to be legally binding on all partners;
 - iii) One of the partners shall be nominated as being in charge and shall be designated as leader; this authorisation shall be evidenced by submitting with bid, a power of attorney signed by legally authorised signatories of all the partners;
 - iv) An authorisation authorising the leader to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture or Consortium and the entire execution of the Contract including payment to be done exclusively with the leader;
 - v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (iii) above as well as in the Bid Form and in the Agreement (in the case of a successful bid);
 - vi) Joint Venture / Consortium Agreement entered into by the Joint Venture or Consortium partners shall be submitted with the bid. The Joint Venture or consortium Agreement shall clearly specify the work and responsibility of each partner or a notarised copy.
 - vii) A copy of the Partnership Deed/Memorandum & Articles of Association/Certificate of incorporation as the case may be of the prime bidder and all the Partners of Joint Venture / Consortium shall also be enclosed.

(B) **Financial Status**

In support of meeting the Financial criteria specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished with the bid:

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

(C) Proof of Execution of Works

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

- i) Copies of the Letter of Award/Purchase orders/Contracts
- ii) Certificate(s) from the Client(s) for successful execution of the assignment with value and period of execution.

(D) Other requirements specified in the Qualifying Requirements.

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

The documentary evidence of the proposed sub-contractor's qualifications against the sub qualifying requirements if so specified in the bidding documents shall also be furnished in Attachment - 4. - See Sub-Clause (d) below.

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

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

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding documents.

- d) **Attachment 4: Subcontractors Proposed by the Bidder** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*- **NOT APPLICABLE**
- e) **Attachment 5: Equipment/ Machinery deployment Schedule** *(As applicable) (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

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

- f) **Attachment 6: General Declaration of Bidder** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

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

- g) **Attachment 7: Electronic Fund Transfer (EFT) Authorization Form** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

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

- h) **Attachment 8: Details of PF, ESI, PAN and GSTIN Regn..** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The details of registration for PF, ESI, PAN and GSTIN to be furnished.

In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.

- (i) **Attachment 9: Declaration Regarding GST** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The bidder shall necessarily quote the GST applicable in the Schedule of Quantities. Further, the services covered under RCM must be declared in Attachment 9 of Forms & Procedures (Section VII) and specify the GST applicable. However, levies, royalty, fees etc., if any, shall be included in the price.

- (j) **Attachment 10: Technical Compliance** *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications and Bid Drawings (Section V)

- (k) **Attachment 11: Declaration of Local Content (To be accepted online under GTE)**

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

- a) Bidder is a Class-I Local Supplier
- b) Local value addition (to be declared in Bid Form) is done at vendor premises in India
- c) Vendor has not 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

- (l) **'NIL' Deviations Certificate** *(To be accepted online under GTE)*

No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.

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:

"Do you certify full compliance to all provisions of Bid Documents?"

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

- (a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.
 - (b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.
- (m) **Declaration on Qualifying Requirements** *(To be accepted online under GTE)*

Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the condition in the on-line Bid.

"Do you certify full compliance on Qualifying Requirements"

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

- (a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
 - (b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
 - (c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.
- (n) **Declaration on Policy for Debarment of Business Dealings** *(To be accepted online under GTE)*

Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on NTPC's website <http://ntpctender.ntpc.co.in/> indicating his compliance to the provisions of ITB Sub-Clause 32 to be furnished by accepting the following GTE condition:

"Do you accept NTPC Policy for Debarment of Business Dealings"

- (o) **Declaration on Fraud Prevention Policy** *(To be accepted online under GTE)*

Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on NTPC's website <http://ntpctender.ntpc.co.in/> indicating his compliance to the provisions of ITB Sub-Clause 29 to be furnished by accepting the following GTE condition:

"Do you accept the Fraud Prevention Policy of NTPC".

- (p) 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" (if applicable)
- (e) All provisions of the Integrity Pact (if applicable)
- (f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC
- (g) Full compliance to ITB Clause "Conflict of Interest"

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.

Note:

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

11.3.2 PRICE BID

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.

11.4 Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at the time of enlistment" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Non compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.

11.5 **A conditional Price Bid shall run the risk of rejection.**

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

12.0 BID PRICES AND PRICE BASIS

12.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.

12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.

12.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents. Items of the work described in the Bill of Quantity (BOQ) for which no rate or price has been entered therein by the Bidder, shall also be considered as an abnormally quoted item and shall be governed by the relevant provisions of ITB Sub-Clause 23.4.

The successful bidder if awarded the contract shall take sufficient care in moving the plants equipments and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and under ground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

12.4 The Bidder shall quote Rate/ Premium / Discount for each item in the Excel BOQ Template. Applicable GST for each item shall also be quoted in the relevant field of BOQ sheet (Price Bid). The BOQ (Excel Sheet) template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns.

The Rate/ Premium / Discount quoted in the Bill of Quantity (BOQ) shall be inclusive of levies, royalty, fees etc. if any.

If agency does not mention any GST rate, it will be treated that GST is inclusive in the quoted Basic Rate. In case the bidder is exempted from GST, bidder has to produce valid Exemption Document. If not produced, it will be treated that GST is inclusive in the quoted Basic Rate.

12.5 The Contractor shall be responsible for payment of any tax levied *on the* 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any.

The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening.

However, the Contract Price shall be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be, at the rate(s) prevailing within seven (7) days prior to the date of bid opening.

The rate of GST and all other taxes & duties applicable shall be quoted in the bid in the Bill of Quantities and in case RCM is applicable on any service same shall be specified in Attachment 9 of Forms & Procedures (Section VII).

12.6 The bidder shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid. The estimated value of Owner Issue Materials, if any, to be considered for working out GST liability, if applicable, as indicated in SCC.

GST component will be deposited with the concerned authorities by the Employer.

13.0 **BID VALIDITY**

- 13.1 The Bidder shall keep his bid valid for a period of 120 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.
- 13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.

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

- 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope for the amount and currency as stipulated in the Bid Data Sheet (BDS). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.
- 14.2 The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT)/ irrevocable Letter of Credit or a bank guarantee from any of the banks specified in the Bid Data Sheets or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only.

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

The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB

- 14.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.
- 14.4 Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal.
- 14.5 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.

Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place in NTPC where

Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by NTPC

- 14.6 Subject to clause 14.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.
- 14.7 The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB.
- 14.8 The Bid Security may be forfeited
- a) If the Bidder withdraws or varies its Bid during the period of Bid validity;
 - b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction.
 - c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;
 - d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.
 - e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
 - f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).

14.9 **CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT**

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

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
- (iv) IFSC Code: ICIC0000007

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

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

Field Number: Particulars (to be mentioned in Row 1)
7037: NTPCBG (unique identifier)

In case BG is already prepared/amended and SFMS not sent, vendor may ask their bank to retransmit SFMS to NTPC beneficiary bank.

14.9.1 Submission of Bank Guarantees:

All BGs except BG towards bid security & BG issued by a Bank outside India, shall be received from issuing Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:

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

A Bank Guarantee towards Bid Security may be submitted by the Bidders along with the Bid.

A BG issued by a Bank outside India needs to be submitted by the Bidder directly to the employer as defined in BDS. The BG also 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 adjusted from the payment due to the contractor.

A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.

All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity. Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.

14.9.2 Submission of Bid Security in the Form of Bank Guarantee:

Bid Security in the form of Bank Guarantee shall be submitted by the Bidders along with the Bid.

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 14.9.3 below:

- 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-A to ITB.

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

Bidders shall also be required to upload the scanned copy of the BG on GePNIC (Fee Cover) / e-tendering portal.

14.9.3 The bidder shall be required to submit all the documents in the manner as specified at 14.9.2

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.

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.

15.0 **WORK SCHEDULE**

The entire Work covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources.

PART D - SUBMISSION OF BID

16.0 SEALING AND MARKING OF BID

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

16.1 Documents to be submitted in physical form (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner:

- (i) The Earnest Money Deposit (in case paid in modes other than on-line payment) furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1 : EARNEST MONEY DEPOSIT".
- (ii) The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2 : POWER OF ATTORNEY".
- (iii) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".
- (iv) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".
- (v) The 'Integrity Pact' (if applicable) as per IFB/NIT duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "INTEGRITY PACT". Format of Integrity Pact shall be as per Section VII: Forms and Procedures.

The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address given in the NIT/Tender Enquiry/SCC, and

- (b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry, pursuant to ITB clause 16.

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

16.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for its misplacement.

17.0 **BID SUBMISSION**

Bidders are requested to submit offer / proposal as under:

(A) TECHNO-COMMERCIAL BID

(I) OFF-LINE BID (PHYSICAL BID)

Envelope-1... marked as 'EMD/Bid Security'

- a) Attachment 1 : Earnest Money Deposit & Tender Fee in the form of DD/BG/BC should be submitted offline

Bidder need not submit offline document for Attachment-1 to bid form if exemption from payment is available as per MSMED Act 2012 (if applicable) in accordance with ITB Clause 31.0 (Scanned Copy to be uploaded in the portal)

OR

In case EMD & Tender Fee is paid through on-line payment (if available) (Scanned Copy to be uploaded in the portal)

- b) Attachment 2 : Authority to Sign the bid
- c) Attachment 7 : Electronic Fund Transfer (EFT) Form
- d) Integrity Pact (if applicable)

Any other document asked for in the SCC.

All the above shall be put in one envelope. The envelope shall be addressed to the Employer at the address given in the IFB and bear the Tender Reference number,

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 Details.

NTPC shall not be responsible for any loss or delay in transit of these documents.

Note: Documents submitted in offline other than the ones specified above shall not be considered

(II) ON-LINE BID

(i) Acceptance of conditions of GTE

Following conditions specified in the GTE:

- a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)
- b) Compliance On Qualifying Requirement
- c) Acceptance of NTPC Safety Rules

- d) Acceptance of NTPC Fraud Prevention Policy
- e) Declaration On Banning Policy

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

Any other condition, if mentioned in GTE, requiring any confirmation/information are to ticked/filled up suitably.

(ii) Upload the following in FEE Cover/Envelope

- a) Attachment 1: Earnest Money Deposit (scanned copy)
- b) Cost of Bidding/Tender Documents

(iii) Upload the following in Pre-Qual/Technical Cover/Envelope

- a) Attachment 2: Authority to sign the bid (scanned copy)
- b) Attachment 3: Bidders Qualification Documents
- c) Attachment 4: Sub-contractor proposed by Bidder
- d) Attachment 5: Equipment/Machinery Deployment Schedule
- e) Attachment 6: General Declaration
- f) Attachment 7: Electronic Fund Transfer (EFT) Form
- g) Attachment 8: Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.
- h) Attachment 9: Declaration Regarding GST
- i) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc.

Any other document asked for in the SCC/Technical specifications also to be uploaded in Pre-Qual/Technical Cover/Envelope.

(B) PRICE BID

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal..

The on-line bid is to be digitally signed using a valid Class II/III digital certificate 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, failing which the bid shall be rejected.

18.0 DEADLINE FOR SUBMISSION OF BID

18.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry.

18.2 The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 above, in

which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

19.0 **LATE EARNEST MONEY DEPOSIT AND INTEGRITY PACT**

Any Earnest Money Deposit (or extension thereof) and/or Integrity Pact (In case the GTE attribute for Integrity Pact is not available in the tender portal) received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 18, will be rejected and returned unopened to the Bidder.

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

- 20.1 Bidders are requested to submit the bids on-line on NTPC e-tender Portal.
- 20.2 Bids shall be hosted / uploaded and submitted on the NTPC e-tender portal by the date & time specified in the NIT/Basic data of the Tender in the e-tender portal.
- 20.3 Bid Modification and withdrawal: 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.
- 20.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in clause 13.0 of ITB. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Sub-Clause 14.7(a).

PART E - BID OPENING AND EVALUATION

21.0 **BID OPENING**

21.1 **TECHNO-COMMERCIAL BID OPENING**

- 21.1.1 The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives (not exceeding two per Bidder) 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.
- 21.1.2 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.

21.2 **PRICE BID OPENING**

- 21.2.1 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.
- 21.2.2 In case of Single Stage Two/Three 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.

- 21.2.3 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.

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.

22.0 **CLARIFICATION OF BIDS**

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

During the bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.

23.0 **EVALUATION AND COMPARISON OF BIDS**

23.1 **BID EVALUATION**

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

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

- 23.1.3 Further, for order preference, MSE guidelines mentioned in ITB Clause 31.0 read in conjunction with ITB Clause 32.0 "Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers", shall be applicable as mentioned in Special Conditions of Contracts (SCC)/IFB.

23.2 **Arithmetical Correction**

Arithmetical errors in the bid will be rectified on the following basis:

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

- (a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum amended accordingly. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.

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

23.4 **Abnormally High or Low Rated Items**

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

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

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

23.5 **Post-Qualification**

23.5.1 The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.

23.5.2 The determination will take into account the Bidder's capabilities, based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the Attachments – 3 and 4 as well as such other information as the Employer deems necessary and appropriate. The Employer reserves the right to assess the capabilities and capacity of the

Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

- 23.5.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 23.5.4 The capabilities of the vendors and subcontractors, proposed in Attachment - 4, to be used by the lowest evaluated Bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the bid price, prior to award.

PART F - AWARD OF CONTRACT

24.0 AWARD CRITERIA

Subject to ITB Clause 25.0, and Employer's Policy for Debarment from Business Dealings the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily. Further, award of the contract shall be as per the methodology mentioned in ITB Clause 33.0 read in conjunction with ITB Clause 34.0.

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

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

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

26.0 LETTER OF AWARD

- 26.1 Prior to the expiration of the bid validity prescribed by the Employer, the Employer will issue a Letter of Award(LOA)/Service Purchase Order to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment, price adjustment, and other important aspects in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract.
- 26.2 This Letter of Award/Purchase Order will constitute the formation of the Contract.
- 26.3 Prior to the expiration of the bid validity prescribed by the Employer, the Employer can issue a Brief Letter of Award (LOA) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of award shall constitute the formation of the Contract.

27.0 **SIGNING OF CONTRACT AGREEMENT**

27.1 The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.

27.2 **Manner of Execution of Contract Agreement**

- i) Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in three originals and the Contractor shall be provided with one signed original and the other two originals will be retained by the Employer.
- iii) The Contractor shall provide free of cost to the Employer all the engineering data, drawings and descriptive materials submitted as a part of his bid, in at least three (3) copies to form an integral part of the Contract Agreement within twenty-eight (28) days after issuing of Letter of Award/Purchase Order. The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.
- iv) Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
- v) Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide to the Employer with at least three(3) true copies of Contract Agreement within twenty-eight (28) days of its signing. The Contractor will also provide one (1) electronic version of the Contract Agreement to the Employer within thirty (30) days of its signing.

28.0 **INELIGIBILITY FOR FUTURE TENDERS**

28.1 Notwithstanding the provisions regarding forfeiture of Bid Security specified in ITB Sub-Clause 14.7, if a Bidder after having been issued the Letter of Award, either does not sign the Contract Agreement, or does not submit an acceptable Initial Security Deposit/Entire Security Deposit in line with the provisions of the Contract and which results in tender being annulled/retendering of the package then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings

28.1.1 If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued for a period of

6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.

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

29.0 **ADHERENCE TO FRAUD PREVENTION POLICY**

The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://ntpctender.ntpc.co.in/> The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the GTE condition "Acceptance of Fraud Prevention Policy of NTPC".

If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

30.0 **Policy for Debarment from Business Dealings:**

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

Bidders shall certify their compliance on "Policy for Debarment from Business Dealings " of Employer by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal.

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

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

- (1) Bidder has read the contents of Debarment Policy (version mentioned in SCC) displayed on the website www.ntpc.co.in /www.ntpctender.ntpc.co.in and agreed to abide by this policy.
 - a. Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.
 - b. Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.
 - c. Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral

turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

31.0 INTEGRITY PACT

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (If applicable as per NIT) (executed on plain paper) as per Attachment-18 to the Bidding Documents which has been pre-signed by the Employer and submit the same duly signed on all pages by the bidders Authorized signatory along with the bid. Where the joint ventures(s)/Consortium are permitted to participate in the bid as per the qualifying requirements, the signing of Integrity Pact (IP) by all Joint Venture(s) Partner(s) / Consortium members is mandatory. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

"The following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:

"Do you Commit to all the provisions of the Integrity Pact?"

On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.

In case the above attribute is not available in the tender portal, the same shall be submitted in Physical form along with bid. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall not be opened.

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

31.1 INDEPENDENT EXTERNAL MONITORS (IEMS):

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

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

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

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

The Nodal Officer for necessary coordination in this regard shall be as under:

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

32.0 **Corrupt or Fraudulent Practices**

32.1 Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement/tendering and execution of the contracts. In pursuance of this policy, Employer:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

33.0 **BENEFITS TO MSEs**

Government of India through Ministry of Micro, Small and Medium Enterprises, Vide MSME Notification S.O. 2119 (E) dated 26th June 2020, has reclassified MSME, w.e.f 1st July 2020. For

availing MSE benefits for Tender Fee, EMD exemption and purchase preference, the bidders are required to submit the Udyam Registration Certificate, as a proof of being a MSE.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

NOTE

- a) Generally, in tenders having Package-wise evaluation, splitting is not allowed unless otherwise specified in the Special Conditions of Contract (SCC) / Invitation for Bids (IFB) / Technical Documents.
- b) Benefits under Public Purchase Policy for MSEs shall not be extended against tenders for Works Contracts.**

34.0 Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers.

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

"For order preference, MSE guidelines mentioned above in Clause 31.0 read in conjunction with "Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers" mentioned in Annexure-I to ITB, shall be applicable

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

- 35.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC).
- Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Special Conditions of Contract (SCC).
- Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
- Further, the successful bidder shall not be allowed to sub-contract works to any "Sub-contractor" from a country, which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.
- However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
- 35.2 "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.
- 35.3 "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.
- 35.4 "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 35.1 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.
- 35.5 The beneficial owner for the purpose of clause "35.4" above will be as under;

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

- 35.6 An Agent for the purpose of clause "35.4" is a person employed to do any act for another, or to represent another in dealings with third person.
[Note:
- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.
 - ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

- 35.7 Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by accepting the following attribute at e-tender portal:

"Do you certify full compliance on ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India"?"

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.

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

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

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

The Bidder and its employees along with its Associate/ Collaborator/ Sub- Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on 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.

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

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

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.
- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

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

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

- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 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://ntpctender.ntpc.co.in/>.
- f) **Policy & Procedure for Debarment of Business Dealings** – shall mean the policy related to Debarment of Business Dealings forming part of Bidding Document.

2.0 Eligibility for Participation/Purchase Preference:

- 2.1 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.

3.0 Minimum Local Content:

- 3.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.
- 3.2 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.

4.0 Verification of Local Content:

- 4.1 The 'Class-I 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' and shall give details of the location(s) at which the local value addition is made.
- 4.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I 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.
- 4.3 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.
- 4.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.
- 4.5 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.
- 4.6 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' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

5.0 Local Sourcing

- 5.1 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.

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.

NTPC LIMITED
(A Government of India Enterprise)



SECTION – III

UNIFIED SHARED SERVICES CENTER
(CONTRACTS AND MATERIALS DEPARTMENT)

CPG-3

CONTRACTS SECTION

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

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GENERAL CONDITIONS OF CONTRACT

A. Contract and Interpretation

1. Definitions

- (a) "Employer" / "Owner" / "Corporation" means the NTPC Limited, New Delhi, having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi and shall include their legal representatives, successors and permitted assigns.
- (b) "Contract" means the Contract Agreement entered into between the Employer and Contractor, together with contract documents referred therein. The term "Contract" shall in all such documents be construed accordingly and includes special conditions, specifications, designs, drawings, "Schedule of Quantities/Bill of Quantities" with rates and amount. These documents taken together shall be deemed to form the Contract and shall be complimentary to one another.
- (c) "Contract Documents" mean the following documents that constitute the Contract between the Employer and the Contractor:
 - (i) The Contract Agreement alongwith its appendices
 - (ii) Letter of Award/Service Purchase Order alongwith its appendices including agreed variations annexed.
 - (iii) Amendment to Tender/Bidding Documents
 - (iv) Special Conditions of Contract
 - (v) Technical Specifications & Bid drawings & Field Quality Assurance plan
 - (vi) General Conditions of Contract
 - (vii) The Bid and Bill of Quantities submitted by the Contractor
 - (viii) Instructions to Bidders
- (d) "GCC" means the General Conditions of Contract
- (e) "SCC" means the Special Conditions of Contract.
- (f) "Day" means calendar day of the Gregorian Calendar.
- (g) "Week" means a continuous period of seven (7) calendar days.
- (h) "Month" means calendar month of the Gregorian Calendar.
- (i) The "Contractor" means the individual or firm or company whether incorporated or not, undertaking the Works and shall include its legal representatives, successors, and permitted assigns.

- (j) "Sub-Contractor" shall mean a person or a Corporate body approved by Engineer-in-Charge who has entered into a contract with the Contractor to complete a part of the Works.
- (k) The "Contract Sum" / "Contract Price" means:
 - u.(i) In the case of Lump Sum Contracts the sum for which the bid is accepted.
 - u.(ii) In the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Bill of Quantity (BOQ) by the item rates for the various items and summing them to arrive at the total price.
 - u.(iii) In case of percentage rate contracts, the estimated value of the contracts as mentioned in the tender adjusted by the contractor's percentage.
- (l) "Engineer-in-Charge/Officer-in-Charge" shall mean the person nominated by the Employer or his duly authorized representative who shall direct, supervise and be in charge of the Works for purposes of the Contract.
- (m) "Market rate" means the rate for an item of Work, determined on the basis of the cost of labour and material brought to Site by Contractor and incorporated in the Works and for use of plant and equipment for the Work executed.
- (n) "Bill Of Quantity" shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.
- (o) The "Site" means the working Project/Station/Region or any other place where the Works is to be executed under the Contract.
- (p) "Temporary/ Enabling Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the Works.
- (q) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the Works to obviate any risk of accident or failure or which become necessary for reasons of security and safety.
- (r) "The Works" shall mean the Works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary/ enabling Works and urgent works as required for performance of the Contract.
- (s) "Cost" shall mean all expenditure reasonably incurred or to be incurred by the Contractor or Employer, as the case may be, whether on or off the Site, including overhead and other charges, but excluding profit.
- (t) Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of 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.

- (u) "Sub-contractor from a country which shares a land border with India" means;
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

u.(i) The beneficial owner for the purpose of clause "u" above will be as under;

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

Explanation-

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

(ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;

- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
- e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

u.(ii) An Agent for the purpose of clause "u" is a person employed to do any act for another, or to represent another in dealings with third person:

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

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

2. Heading and Marginal Notes to Conditions

Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3. Singular & Plural

Where the context so requires, words importing the singular only will also include the plural and vice versa.

4. Order of the precedence of the Documents

4.1 Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

4.2 The order of precedence of documents shall be as under:

- I. The Contract Agreement alongwith its appendices
- II. Letter of Award alongwith its appendices
- III. Special Conditions of Contract
- IV. Technical Specifications & Bid drawings & Field Quality Assurance plan
- V. General Conditions of Contract
- VI. The Bid and Schedule of Quantities/ Bill of Quantities submitted by the Contractor
- VII. Instructions to bidders

An amendment issued after execution of contract agreement shall take precedent over the formal contract and all other contract documents.

4.3 Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

5. Instructions and Notices under the Contract:

5.1 Subject as otherwise provided in the Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge by the Employer. All instructions, notices and communications, etc., under the Contract shall be given in writing.

5.2 The Contractor or his authorised representative shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's representative shall be considered to

have the same force as if they had been given to the Contractor himself.

- 5.3 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of Work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s).

6. Contractors Representative

- (i) Within seven(7) days of the issuance of Service Purchase Order/Letter of Award the Contractor shall nominate the Contractor's Representative and shall request the Employer in writing to approve the person so nominated. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment giving the reason therefor, then the Contractor shall appoint a replacement within seven (7) days of such objection.
- (ii) The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-charge all the Contractor's notices, instructions, information and all other communications under the Contract.
- (iii) All notices, instructions, information and all other communications given by the Employer or the Engineer-on-charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in his absence, its deputy, except as herein otherwise provided.
- (iv) The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 6 (i).
- (v) The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Engineer-in-Charge.
- (vi) Any act or exercise by any person of powers, functions and authorities so delegated to him or her shall be deemed to be an act or exercise by the Contractor's Representative.

7. Laws governing the Contract

This Contract shall be governed by the Indian laws for the time being in force. The Courts at Delhi shall have jurisdiction, in all matters unless otherwise stated in the SCC.

8. Settlement of Disputes

8.1 Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference.

Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.

If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings-

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the mutual consultation proceedings;
- c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.

8.2 Resolution of Dispute through Independent Engineer (IE) (Applicable only for Corporate packages of Hydro Projects)- NOT APPLICABLE

8.3 Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)

If the parties fail to resolve a dispute or difference by mutual consultation and through Independent Engineer (if applicable) within a period specified at Cl. 7.1 and 7.2 above, the dispute, if the parties agree, may be referred to the Panel of IEMs for

Mediation.

The Mediation proceedings shall be completed in a time bound manner, in not more than 45 days from the date of reference to IEMs for Mediation.

The IEMs may conduct the Mediation proceedings in the manner, they consider appropriate. In case of 3-member Panel of IEMs, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, IEMs recommendations will be signed by all the members.

The fees for such meetings shall be as specified in the SCC. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of Employer's Organization. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties.

If decision of IEMs is acceptable to both the parties, a Settlement Agreement will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the IEMs.

Notwithstanding anything contained in any other law for the time being in force, the Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Conciliation or Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mediation proceedings,—

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the Mediation proceedings;
- c) proposals made by the Mediator; and
- d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.

8.4 Resolution of Dispute through Conciliation

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above, the dispute if the parties agree, may be referred to Conciliation.

(i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer.

(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).

If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.

The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

8.4.1 Resolution of Dispute through Expert Settlement Council (ESC), constituted by Employer {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2 and 7.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).

8.4.1.1 Invitation for Conciliation through ESC:

8.4.1.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

8.4.1.1.2 Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC.

There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.

8.4.1.1.3 If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

8.4.1.2 Conciliation through ESC:

8.4.1.2.1 Where Invitation for Conciliation has been furnished under GCC sub clause 7.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/ Chairman of Employer.

8.4.1.2.2 ESC will be formed from experts comprising three members from the panel of

Conciliators maintained by Employer. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.

CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.

8.4.1.2.3 The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.

8.4.1.3 Proceedings before ESC:

8.4.1.3.1 The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.

Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.

8.4.1.3.2 The parties shall file their claim and counterclaim in the following format

- a. Chronology of the dispute
- b. Brief of the contract
- c. Brief history of the dispute
- d. Issues

<i>Sl. No.</i>	<i>Description of Claims/ Counter claims</i>	<i>Amount (in foreign currency/INR)</i>	<i>Relevant Contract Clause</i>

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

8.4.1.3.3 In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.

If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.

8.4.1.3.4 The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer’s Organization who have handled the subject matter

in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

8.4.1.3.5 ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.

8.4.1.3.6 Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

8.4.1.4 Fees & Facilities to the Members of the ESC

The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

Sl. No.	Fees/ Facility	Entitlement
1	Fees	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 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	EMPLOYER'S conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day

Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

- 8.4.1.5 If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.

Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

- 8.4.1.6 Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings, —

- a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b. admissions made by the other party in the course of the Conciliation proceedings;
- c. proposals made by the Conciliator; and
- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

- 8.4.2 Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2, 7.3 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

8.4.2.1 Invitation for Conciliation through CCIE:

- 8.4.2.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain enough information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- 8.4.2.1.2 If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time

as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

8.4.2.2 Conciliation Committee of Independent Experts:

8.4.2.2.1 Where Invitation for Conciliation has been consented to under GCC sub clause 7.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.

8.4.2.2.2 Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.

8.4.2.2.3 The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA).

8.4.2.2.4 There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.

8.4.2.3 Proceedings before CCIE:

8.4.2.3.1 The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.

8.4.2.3.2 The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.

8.4.2.3.3 The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.

8.4.2.3.4 The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of EMPLOYER who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.

8.4.2.3.5 The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.

8.4.2.3.6 The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

8.4.2.4 Fees & Facilities to the Members of the CCIE

Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding.

In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

8.4.2.5 The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.

The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

8.4.2.6 Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—

a) views expressed or suggestions made by the other party in respect of a possible

settlement of the dispute;

b) admissions made by the other party in the course of the Conciliation proceedings;

c) proposals made by the Conciliator; and

d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

8.5 Arbitration

8.5.1 If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GCC Sub-Clauses 7.1, 7.2, 7.3, 7.4 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.

If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee

In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.

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.

The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.

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.

In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.

8.5.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 7.5.1, shall be finally settled

by arbitration.

- 8.5.3 It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.

Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:

(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.

(b) EMPLOYER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Contractor for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER.

(c) CMD/ Chairman of Employer shall appoint the sole arbitrator from among the two names short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by EMPLOYER.

In case, the contractor fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Employer or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER, CMD/C Chairman of Employer shall appoint the sole arbitrator from among the four names sent to the contractor earlier.

(d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer 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.

(e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.

(f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:

- (i) 40% of the fees if the Pleadings are complete.
- (ii) 60% of the fees if the Hearing has commenced.
- (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.

(g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:

- (i) 40 % of the fees on Completion of Pleadings.
- (ii) 40% of the fees on Conclusion of the Final Hearing.
- (iii) 20% at the time when arbitrator notifies the date of final award.

(h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.

(i) The Arbitration shall be held at Delhi only.

(j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.

(k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

8.5.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation and IE (if applicable) as brought out at GCC Sub Clause 7.1 and 7.2 above.

8.6 Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

(b) the Employer shall pay the Contractor any monies due to the Contractor.

Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

B. Subject Matter of Contract

9. Scope of Contract

The Work to be carried out under the Contract shall be as delineated in Bidding Documents and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works.

10. Notices to Local Bodies

10.1 The Contractor shall comply with and give all notices required under any

Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the Contract necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon, in writing.

- 10.2 The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works.

11. Human Resources

- 11.1 The Contractor for the purpose of the Contract shall engage / employ adequate number of key personnel in all areas such as operation, maintenance, repair, testing, inspection, design / engineering (wherever applicable), planning, scheduling and construction and carrying out of all maintenance of his plant and equipment (as detailed in the SCC) and competent and skilled work force as directed by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of such key personnel including work force only if their qualifications, experience, competence and capabilities are substantially equal to or better than those personnel originally identified and approved by the Engineer-in-Charge.

- 11.2 The Engineer-in-Charge may require the Contractor to remove from Site of Works or from any other area of Work related to the Contract, any member of the Contractor personnel or work force who

- (i) Persists in any misconduct or lack of care
- (ii) Performs his duties incompetently or negligently or otherwise carelessly
- (iii) Fails to conform with any provisions of the Contract or
- (iv) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment.

If appropriate, the Contractor shall appoint a suitable replacement within fourteen (14) days or within such period as may be agreed between the Engineer-in-Charge and Contractor.

- 11.3 The Contractor shall unless otherwise provided in the Contract, make his own arrangement for engagement of all staff and labour, local or otherwise and for their payment, housing, transport, lodging and welfare as may be required by law and or by industry practice. The Contractor shall provide the Engineer-in-Charge a return in detail in such form and at such intervals as he may reasonably prescribe showing the staff and number of the several classes of labour and other staff from time to time employed by the Contractor at Site or in connection with the Work along with such information as the Engineer-in-Charge may reasonably require.

11.4 Labour laws and Regulations and compliance thereof

- 11.4.1 During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by all existing labour enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labour laws or notification that may be issued under any labour law prevailing as on the date seven (7) days prior to the date set for opening of the bids, published by the State or Central Government or Local Authorities.

During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by the following Acts/Statutes related to Human Resources:

1. Factories Act, 1948;
2. Contract Labour (Regulation & Abolition) Act, 1970;
3. EPF & MP Act, 1952;
4. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996;
5. ESI Act, 1948;
6. Minimum Wages Act, 1948;
7. Payment of Wages Act, 1936;
8. Payment of Bonus Act, 1965;
9. Payment of Gratuity Act, 1972;
10. Workmen's Compensation Act, 1923;
11. ID Act, 1947;
12. Maternity Benefit Act, 1961;
13. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979;
14. Fatal Accidents Act, 1855
15. Model Welfare Code
16. The Building And Other Construction Workers' Welfare Cess Act, 1996
17. The Carriage by Road Act, 2007.

The above will deem to include all relevant/applicable rules made thereunder, regulations, notifications and bye laws of the State or Central Govt. or the local authority and any other labour law (including rules) regulations, bye laws as well as those that may be passed or notification that may be issued under any labour law present and in future either by State or Central Govt. or by local authority.

This list is not in any way exhaustive and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of Contract.

- 11.4.2 The Contractor and his Sub-Contractors shall indemnify the Employer, from any action taken against the Employer by any competent authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If the Employer is caused to pay or otherwise made liable, such amounts as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Contractor and/or his Sub-Contractors, the Engineer-in-Charge / Employer shall have the right to deduct any such money from any amount due to the Contractor including his performance security, under the Contract. The Employer shall also have the right to recover from the Contractor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by the Employer, on this account.
- 11.4.3 If due to an enactment of any new Act or Statute and rules made thereunder or any modification to the Acts/Statute or rules made thereunder, all after seven (7) days prior to the date set for opening of bids and as a consequence thereof, the Contractor has to incur additional cost or expenditure, the same will be reimbursed by the Employer to the Contractor, excepting those due to reasons attributable to the Contractor and those being already compensated by other provisions of the Contract, like Price Adjustment, Taxes and Duties etc.
- 11.4.4 It is specifically agreed that the Contractor and his Sub-Contractors shall obtain all

the necessary registration, licenses, permits, authorisations etc. required under various enactments / Regulations enforced from time to time, specifically registration as employer under Provident Fund Act and Contract Labour Regulation & Abolition Act, and the Employer shall not be liable for any violation by the Contractor in this regard.

- 11.4.5 The employees of the Contractor or his Sub-Contractor(s) shall in no case be treated as the employees of the Employer at any point of time.
- 11.4.6 The Contractor and his Sub-Contractors shall be liable to make all due payments to all their employees and ensure compliance with labour laws. If the Employer, is held liable as 'PRINCIPAL EMPLOYER' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub-Contractors, then the Contractor would reimburse the amounts of such expenditure/contribution so made by the Employer.
- 11.4.7 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge.
- 11.4.8 The contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable to Employees State Insurance.

However, in case the ESI act is not applicable to the area where the Work is executed, as evidenced by the Certificate/Letter submitted to this effect from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards the medical treatment in respect of all labour employed by him for the execution of the Contract.

- 11.4.9 Staff quarters & labour hutments at Site if available, may be provided to the Contractor on chargeable basis at the discretion of the Engineer-in-Charge on mutually agreed terms and conditions.

11.4.10 **Safety**

The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials as well as employees, equipment and materials of employer / other contractor / agencies. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website <https://ntpctender.ntpc.co.in/>. The detailed requirements to be complied by the Contractor with regard to the safety of his personnel, equipment and materials are enumerated in the Technical Specifications.

12. Shift Work

- 12.1 To achieve the required rate of progress in order to complete the Works within the

Time for Completion, the Contractor may carry on the work, round the clock, in multiple shifts per day, as may be necessary. The Contractor shall however be responsible for complying with all applicable laws in this regard.

12.2 No additional payment will be made on account of round the clock working in multiple shifts.

12.3 Wherever the work is carried out at night adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the Contractor at his cost. Sufficient notice should be given by the Contractor to the Engineer-in-Charge regarding the details of works in shifts so that necessary supervision could be provided.

13. Cooperation with other Contractors/ Agencies

13.1 The Contractor shall extend all reasonable cooperation to other Contractors, agencies etc. of the Employer engaged in connection with the Work or any other Work not in the scope of this Work as may be required by the Engineer-in-Charge.

13.2 The Contractor shall attend at his cost, all the meetings with the Engineer-in-Charge, other contractors and the Consultants of the Employer for the purposes of the Contract. The Contractor shall attend such meetings as and when required by the Engineer-in-Charge.

14. Security Watch and Lighting

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

15. Prevention of Pollution

The Contractor shall make necessary arrangement to prevent pollution. of the water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work.

16. Training of Apprentices

The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by Sub-Contractors employed by the Contractor in connection with the Works, such number of Apprentices in the categories and for such periods as may be reasonably required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the Employer under the Act including the liability to make payment to apprentices as required under the Act.

17. Handing over of Site

17.1 The Employer shall make available the Site to the Contractor as soon as possible after the award of the Contract free of encumbrance. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instructed to do so by the Engineer-in-Charge in writing.

- 17.2 The Employer reserves the right to hand over the Site in parts progressively to the Contractor. The Contractor will be required to take possession of the Site without any undue delay and do Work on the released fronts in parts without any reservation whatsoever.
- 17.3 However, in case of any delay in handing over of the Site to the Contractor, which delays the performance of the Work, commensurate to the resources mobilised by the Contractor, then the Contractor will be eligible for suitable extension in time for completion of the Works or any other compensation as per the provisions of GCC Sub-Clause 25.6.
- 17.4 The portion of the Site to be occupied by the Contractor shall be indicated by the Engineer-in-Charge at Site and the Contractor shall on no account be allowed to extend his operations beyond these areas. Further, the Contractor shall not hinder in any way the working of other contractors on the Site.
- 17.5 The Contractor shall plan his work as per space available. The Contractor shall make his own arrangement for movement of men, machinery, other equipment etc. required for carrying out the Works included under this Contract
- 17.6 The Contractor shall provide, if necessary, all temporary access to the Work Site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and, as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.
- 17.7 The Contractor shall be permitted the usage of facilities like stair case, lifts etc. of the Employer for the purposes of the Contract. If any damage is done to the facilities by the Contractor, the same shall be made good by the Contractor at his own cost, but as may be directed by the Engineer-in-Charge.

18. Duties and Powers of Engineer-in-Charge and his representatives

- 18.1 The Engineer-in-Charge shall have the full powers in respect of all the matters in connection with or arising out of this Contract, excepting those specifically reserved for the Employer. However, the Engineer-in-Charge shall not have any power to relieve the Contractor of any of his obligations and responsibilities under the Contract.
- 18.2 The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by the Employer nor to make any variation in the Works, creating a financial liability to the Employer.
- 18.3 The Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Engineer-in-Charge as though it has been given by the Engineer-in-Charge.
- 18.4 Failure of the Representative of the Engineer-in Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to

disapprove such Work or materials and to order the pulling down, removal or breaking up thereof.

- 18.5 If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there-upon confirm, reverse or vary such decision.

C. Payment

19. Security Deposit

- 19.1.1 The Contractor shall provide a Security Deposit in the amount equivalent to 5% (five percent) of the contract value. The Security Deposit shall be held by the Employer as security for the due performance of the Contractor's obligations under the Contract.

- 19.1.2 The Bid security/Earnest money deposit furnished by the Contractor will be treated as part of the security deposit. However, if the earnest money deposit is in the form of a bank guarantee, the Contractor will be required to replace it with initial security deposit of equivalent value in one of the forms given here-in-after, within 30 days of issue of Letter of Award/Service Purchase Order. This shall be subject to adjustment while deducting security deposit from the first on account payment.

Further, the Employer at the time of making payment deduct security deposit at the rate of 5 per cent of gross amount of each on account payment until the security deposit so deducted reaches the values mentioned above. The deductions for the retention of money(ies) will be stopped after the security deposit limit of 5% (five percent) of the Total Contract Value is reached, unless otherwise required in terms of clause 19.1.3.

The earnest money furnished by the Contractor shall be returned / refunded to him after receipt of the aforesaid bank guarantee and after verification of aforesaid bank guarantee from the issuing bank.

- 19.1.3 The Contractor may, at any time and from time to time, during the course of or after completion of the work, with the permission of the Employer, substitute his cash security deposit, including retention money(ies) deducted from his bills and lying with the Employer, by Bank Guarantee(s) in the prescribed proforma from a Bank acceptable to the Employer and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 lakh (Rupees One lakh only).

If at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the Contractor has in the opinion of the Employer (which shall be final and binding on the Contractor), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender, the Contractor shall be bound to pay further Security Deposit as will make up the total Security Deposit to 5%(five percent) of the then anticipated Contract Value in any of the forms mentioned above failing which the Employer shall be at liberty to make such deductions towards Security Deposit from the Contractor's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 5% (five percent) of the gross value of the work, as reflected by the gross payments made to the Contractor, without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be

made good by the Contractor on demand from the Employer, failing which, it will be recovered from any money(ies) due to the Contractor from the Employer under this contract or any other contract with the Corporation.

19.1.4 The Contractor, if he so desires, can also furnish a full Security Deposit of 5% (five percent) of the Total Contract Value towards faithful performance of the Contract, in one or more of the following modes:

- a) by Demand draft/Pay Order/Bankers Cheque drawn in favour of "NTPC Ltd." payable at place mentioned in SCC (Cheques shall not be accepted) or any other mode specified in SCC.
- b) If the Earnest Money Deposit has been made by Demand Draft, the Contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated at (a) above.
- c) By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Bank in India acceptable to the Employer, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000/- (Rupees One Lakh only). The format of the said bank guarantee shall be in accordance with the format included in the Section VII (Forms and Procedures). This bank guarantee shall have an initial validity upto ninety (90) days beyond the completion of Defect Liability Period of the Contract. However, in case the date of completion of defects liability period gets extended, the validity of the Security Deposit shall be extended by the period of extension of completion of defects liability.
- d) Any other mode specified in the SCC/ITB.

19.1.5 If after completion of the work, the Total Contract Value falls below the Total Contract Value as indicated in the Letter of Award/Service Purchase Order/Acceptance of tender, such that the total Security Deposit in the hands of the Employer is in excess of the Total Security Deposit calculated at 5% (five percent) of the reduced contract value, such excess amount, as is in the form of cash in the hands of the Employer, shall be refunded to the Contractor along with the Final Bill.

If the Security Deposit furnished by the Contractor to the Employer in the form of Bank Guarantees, the Contractor shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit, at the time of final bill.

19.1.6 The Contractor shall from time to time at the request of the Employer suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit or Security Deposit) for such period(s) as may from time to time be required by the Employer failing which, without prejudice to any other right or remedy available to the Employer, the Employer shall be entitled to encash the Bank Guarantee.

19.2 The Engineer-in-Charge shall release/refund one half (50%) of the Security deposit refundable to the Contractor on completion of work. The Contractor shall alongwith his request submit the following:

- (i) Work completion certificate in terms of GCC clause 43
- (ii) Reconciliation of free issue material, if any.
- (iii) Reconciliation of Statutory requirements of PF, ESI etc. as applicable,
- (iv) Submission of "Certificate Regarding Labour Payments and Statutory Requirements"

The Contractor shall have to provide any other declaration forms required to be submitted.

The Engineer-in-Charge shall on demand from the Contractor release the balance security deposit on expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable, whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor, arising out of the Contract. The Contractor shall have to provide necessary declaration forms.

- 19.3 No interest shall be payable to the Contractor against the Security Deposit furnished/recovered by way of deductions from running account payments from the Contractor, by the Employer.

20. Payment on Account/Progressive Interim Payments

Unless otherwise specified in the SCC, payment to the Contractor shall be released as per the provisions made herein below.

- 20.1 Bills for progressive payments shall be submitted by the Contractor on monthly basis on or before the date fixed by the Engineer-in-Charge for the Work executed during the preceding period. The Engineer-in-Charge shall then arrange to have the bill verified for payment. The Contractor is to submit all related documents with the bill to EIC as applicable like PF deposit receipt, ESI deposit receipt, Labour payment receipts, Insurance Cover (as per provisions given else where in the GCC). However, for the first RA bill PF and ESI deposit receipt copy shall not be insisted upon.
- 20.2 The progressive payment shall be released after certification by Employer's Field Quality Assurance Department (as applicable), that the Works have been performed in accordance with the Technical Specifications and also upon authorisation for the payment by the Engineer-in-Charge. However, the release of first progressive interim payment shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC Clause entitled 'Contractor's Liability and Insurance' and acceptance of the same by Engineer-in-Charge.
- 20.3 (i) In case of part acceptance of the Work, the Engineer-in-Charge shall have the right to release payment for that part of the Work.
- (ii) Acceptance of the Work without fulfilling all the obligations mentioned under rates and measurement in Technical Specifications shall be considered as part acceptance of Work.
- 20.4 The Contractor shall submit his bill, by the date stipulated by the Engineer-in-Charge, in the prescribed proforma, supported with measurements, jointly acknowledged and accepted in the measurement books. Payments of the Contractor's bill shall be paid by the Employer within twenty-one (21) days from the date of submission of bill subject to the authorisation of the Engineer-in-Charge. Alternatively, if so desired by the Contractor, after preliminary scrutiny and certification by the Engineer-in-Charge, 75% of the certified net payable amount shall be made by the Employer within seven (7) days. The amount certified shall account for all deductions, including statutory deductions as for GST (if applicable), income tax, etc., recoveries for advances and any other amounts due from the Contractor. The balance 25% shall be paid within twenty-one (21) days, from the date of submission of the said bill. Such payments made by the Employer shall not constitute any acceptance of the measurements of items of the Works by the

Employer and the Engineer-in-Charge shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in an earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer-in-Charge or Employer immediately refund the extra amount to the Employer within seven (7) days. Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the Contract.

- 20.4.1 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).
- 20.4.2 The Employer has established a Vendor Payment Portal where Contractor shall submit their digital Bill/Invoice and may track its status. The Contractor's bill, supported with measurements, as mentioned in clause 20.4 above, shall be digitally signed with Class-2/3 Digital Signature and shall be submitted by the Contractor in Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.
- 20.5 Any interim certificate given relating to Work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the Contract.
- 20.6 In case of the delayed Work beyond the scheduled completion period, pending consideration of extension of time of completion if it had been requested by the Contractor, interim payments shall continue to be made as herein above provided.

21. Contract Price

The Contract price shall remain **FIRM** throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.

22. GST, Taxes, Duties, Levies etc.

- 22.1 "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods

and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Supplier of Services ie Contractor.

22.2 Except as otherwise specifically provided in the Contract, the Contractor shall be liable and responsible for the payment of all GST and any other taxes, duties, levies and charges imposed on the Contractor, its Sub-Contractors and those imposed on the Contractor's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

22.3 The Contractor shall be responsible for payment of any tax levied on the 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any.

The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening.

However, the Contract Price shall be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be, at the rate(s) prevailing within seven (7) days prior to the date of bid opening.

The rate of GST and all other taxes & duties applicable shall be quoted under relevant heading in the MS Excel Bill of Quantity and in case RCM is applicable on any supplies same shall be specified in Attachment 9 of Forms & Procedures (Section VII).

22.4 Where Employer as a service receiver is liable to pay GST under Reverse Charge Mechanism (RCM), GST applicable shall be paid by Employer.

In case of services covered under Reverse Charge Mechanism, for evaluation the bid of contractor shall be cost compensated as per the GST rate applicable as per GST Law.

Bidder must indicate the value of supplies covered under RCM in his bid in Attachment 9 of Forms & Procedures (Section VII).

In case RCM is applicable on any Supply and the Supply with value has not been specified by the Bidder in Attachment 9 of Forms & Procedures (Section VII), RCM paid by Employer shall be to Bidders account.

In case GST is applicable on free issue material, the Bidder must indicate the same in Attachment 9 of Forms & Procedures (Section VII). In case the same has not been specified by the Bidder in Attachment 9 of Forms & Procedures (Section VII), GST paid by Employer shall be to Bidder's account.

GST component will be deposited with the concerned authorities by the Employer.

22.5 In case of bids received from unregistered dealers, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.

Bidder who does not indicate their GST number in the bid in Attachment 8 shall be considered as unregistered dealer.

GST component will be deposited with the concerned authorities by the Employer.

- 22.6 Contractor shall obtain a registration certificate as a dealer under the GST Law, if applicable, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Employer prior to raising of invoice/bill of supply under GST.
- The Contractor shall be required to submit the GSTIN, if applicable and PAN details to the Engineer-in-Charge before the submission of the first bill/ invoice under the Contract.
- 22.7 Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- 22.8 Employer shall deduct GST at source at the applicable rates in case transactions under the Contract are liable to GST deduction at source.
- 22.9 Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Contract, penalty / damages shall be recovered in case the Contractor makes a default in following the agreed procedure.
- 22.10 The Contractor shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.
- 22.11 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 22.12 If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to date of bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the Works contracted, the same shall be reimbursed to the Contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.
- In case of any variation in the rate of existing taxes & duties, an equitable amount shall be payable to/recoverable from the Contractor to fully take into account any such change on production of satisfactory documentary evidence.
- In case of variation in the rate of Seigniorage Fee or royalties during the period of contract, an equitable amount shall be payable to/recoverable from the Contractor, upon the submission of satisfactory documentary evidence.
- 22.13 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above, would be restricted only to direct transactions between the Employer and the Contractor.
- 22.14 The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 22.15 The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other

authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

22.16 Contractor should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.

23. **Overpayments and Underpayments**

23.1 Wherever any claim for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the Contractor upon demand by the Employer or by the Engineer-in-Charge on behalf of the Employer, with explanation of the reasons for such a sum/ claim becoming due, shall forthwith pay the same to the Employer. If the Contractor fails to do so within twenty-one(21) days of such a claim, then the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or from any other sum due to the Contractor from the Employer which may be available with the Employer or from his security deposit.

23.2 The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce and recover any overpayment when detected, notwithstanding the fact that the amount of the final bill may include any item which is under dispute between the parties and referred to for settlement under GCC Clause entitled 'Settlement of Disputes' and notwithstanding the fact that the amount of the final bill figures in the arbitration decision/award.

23.3 If as a result of such audit and technical examination, any overpayment is discovered in respect of any Work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above. Similarly if any underpayment is discovered by the Employer, the amount shall be duly paid to the Contractor by the Employer forthwith.

23.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other Contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

23.5 Any amount due to the Contractor under this Contract for underpayment may also be adjusted against any amount then due or which may at any time thereafter become due from the Employer to the Contractor under any other Contract or account whatsoever.

24. **Time Limit for submission & payment of Final Bill and waiver of rights of all claims**

24.1 The final bill shall be submitted by the Contractor within one (1) month of physical completion of the Works unless otherwise a longer period is agreed to between the Engineer-in-Charge and the Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within two (2) months of receipt of the same.

24.2 **MODE OF PAYMENT**

- 24.2.1 Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the EFT Form by the Contractor duly certified by the Bank alongwith cancelled cheque. The Contractor shall hold the Employer harmless and Employer shall not be liable for direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in bank details provided to the Employer in the prescribed form without intimation to Employer duly acknowledged.
- 24.2.2 If the payment due to the Contractor is made by the Employer by crossed account payee cheque, the same shall be forwarded to the address given in the Service Purchase Order/Contract Agreement.

D. Execution of Facilities

25. Work Commencement, Execution & Delays, Time extension, Liquidated Damage(LD)

25.1 Commencement of Works

The execution of the Works shall commence from the date of award unless specified otherwise in the Contract.

25.2 Time for Completion

The entire scope of Work covered under this Contract shall be completed within the time stated in SCC or within such extended time granted to the Contractor by the Employer under the provisions of GCC Sub-Clause 25.4. The time allowed for execution of the Works as specified in the SCC or the extended time in accordance with these Conditions shall be the essence of the Contract.

25.3 Work Progress

25.3.1 Unless already incorporated in the Letter of Award/Service Purchase Order, as soon as possible after the Contract is awarded, the Engineer-in-Charge and the Contractor shall agree upon a Work Schedule which will become the Contract Work Schedule. The Work Schedule shall be prepared in direct relation to the time stated in the Contract documents for the completion of the Works. The Work Schedule shall indicate the forecast of the dates of commencement and completion of various trades or sections of work.

25.3.2 All the Contractor's activities shall be performed and completed strictly in accordance with the agreed Work Schedule and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources. The Engineer-in-Charge, shall however, have the right to review the progress and modify the sequence of carrying out the Work suiting the Site conditions and the Contractor shall be required to comply with such modifications and complete his activities in accordance thereof without any extra cost to the Employer.

25.3.3 Progress Review Meetings

The Contractor shall attend all periodic progress review meetings organized by the Engineer-in-Charge or his authorized representative. The deliberations in the meetings shall interalia include the scheduled program, progress of work achieved (including details of manpower, tools and plants deployed by the Contractor vis-a-vis agreed Work Schedule), inputs to be provided by Employer, delays, if any and

recovery programme, specific hindrances to the Work and work instructions by Engineer-in-Charge. The minutes of such meetings shall be recorded in a register. These recordings shall be jointly signed by the Engineer-in-Charge or his authorized representatives and the Contractor and a copy of the signed records shall be handed over to the Contractor.

25.4 **Extension of Time for Completion**

25.4.1 The Time for Completion specified shall be extended if the Contractor is delayed or impeded in the performance of any of the obligations under the Contract by reason of any of the following:

- a) any occurrence of Force majeure as provided in GCC Clause entitled 'Force Majeure', or
- b) Work Schedules for beyond deviation limits & Extra Items as provided in GCC Sub-Clause 45.5, or
- c) any default or breach of the Contract by the Employer, or delay on the part of other contractors engaged by the Employer in executing work not forming part of this Contract, or
- d) any suspension order given by the Employer under GCC Sub-Clauses 46.1 (ii) and 46.1 (iii), or
- e) Any other sufficient cause which, in the opinion of the Engineer-in-Charge, is beyond the Contractor's reasonable control;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

25.4.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer a notice in writing of a claim for an extension of the Time for Completion, together with particulars of the event(s) or circumstance(s) justifying such extension as soon as reasonably practicable, but no later than fourteen (14) days after the commencement of such event or circumstance. As soon as reasonably practicable, after the receipt of such notice and supporting particulars of the claim, the Employer shall give a fair and reasonable extension of time for completion of Work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within thirty (30) days of the date of receipt of such request by the Engineer-in-Charge.

25.4.3 The Contractor shall at all times use his reasonable efforts to minimise any delay in the performance of his obligations under the Contract.

25.4.4 The compensations, if any, payable to the Contractor on account of any one or more of the above reasons of delay have been separately dealt with under relevant provisions of the Contract.

25.5 **Liquidated Damages for Delay**

25.5.1 If the Contractor fails to complete the Work on or before the scheduled or extended date of completion as per GCC Sub-Clauses 25.2 and 25.4, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages@ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.

In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.

The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

25.5.2 The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Sub-Clause 25.4 with or without Liquidated Damages and determining the compensation amount pursuant to GCC Sub-Clause 25.5.

1. The joint recordings in the periodic meeting register,
2. Written notices issued by the Employer and/or the Engineer-in-Charge or his authorized representative to the Contractor in the relevant period.
3. Written requests/ notices by the Contractor to Employer/ Engineer-in-Charge in the relevant period.

25.6 **Delays by Employer or his Authorised Representative**

25.6.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorised representative, then the Contractor shall be given appropriate extension of time for the completion of the Works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer-in-Charge shall be final.

25.6.2 If such delays by the Employer have resulted in any increase in the cost to the Contractor, the Contractor shall be eligible to claim demonstrable and reasonable costs supported by full details of such increased costs incurred by him with all documentary evidence. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

26. **Sub Contracts**

26.1 After the award of the Contract, the Contractor shall not subcontract the Works/ any part of the Works without the prior written consent of the Engineer-in-Charge. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

Provided that the Contractor shall not be required to obtain such consent for:

- a) the provision of labour,
- b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- c) the subcontracting of any part of the Works for which the sub-contractor is named in the Contract.

In the event of the Contractor proposing a sub-contractor for any part of the Works after the award of the Contract, he shall be required to take approval from the Engineer-in-Charge. The Contractor will then submit the requisite credentials of the agency(ies) he proposes to engage. The details so furnished by the Contractor shall be reviewed by the Employer. In case the agency(ies) proposed by the Contractor for the subcontracting are not considered acceptable, the Contractor will be required to furnish credentials of alternate agency(ies) for approval of Engineer-in-Charge. Based on the review and assessment, the agency(ies) shall be approved by the Engineer-in-Charge within fifteen (15) days of furnishing of credentials by the Contractor.

- 26.2 Where a list of approved agencies for a sub-contracting work is provided in the Contract, the Contractor shall inform the name of the sub-contractor selected by him within a period as agreed with the Engineer-in-Charge, however not later than fourteen (14) days of the date of such selection.
- 26.3 The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority. The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of SCC.

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

Procurement of raw material, components, etc. does not constitute sub- contracting.

27. Setting out the Works

The Engineer-in-Charge shall supply Scope of work, technical requirements, dimensional drawings, levels and other information necessary to enable the Contractor to set out the Works and the Contractor shall set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out. The Contractor shall protect and preserve all bench marks used in setting out the Works till date of submission of final bill under the Contract, unless the Engineer-in-Charge directs otherwise.

28. Methodology of Execution & Equipment Mobilisation

- 28.1 Methodology of execution and the work plan adopted by Contractor shall match the methodology/requirements specified in Technical Specifications.
- 28.2 The suggested minimum plant & equipment and machinery to be deployed by the Contractor for the execution of Work shall be as given in Technical Specifications.
- 28.3 The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) and crane required for execution of the Work, except as otherwise specified in SCC at rates and on terms specified therein.
- 28.4. The Contractor shall arrange at his own expense all tools, plant and equipment including Crane(s) (hereinafter referred to as T&P) required for execution of the work.

- 28.4.1 If the Contractor requires any item of T&P on hire from the Corporation, the Corporation will, if such item is available, hire it to the Contractor at an hourly rate to be fixed by the Engineer-in-Charge.
- 28.4.2 The T&P shall be given to the Contractor on hire by the Corporation for a period of one hour or its multiple thereof. In case the T&P is hired by the Contractor for a period of four hours or less, the hire charges applicable for a minimum period of four hours shall be recovered from the Contractor's bills. In case the T&P is hired by the Contractor for a period exceeding four hours, the hire charges shall be calculated based on the charges applicable as per hourly rate. The hire charges in respect of T&P given on hire to the Contractor by the Corporation shall be recovered from the Contractor's bills.
- 28.4.3 For accounting purpose, total working hours shall be considered to be the period between time of placement of T&P to the Contractor at the requested location and time of release of the same. This shall be logged in Record Book on daily basis and shall be signed between Contractor/ Subcontractor and the Engineer-in-charge or his authorised representative. In case the T&P issued to the Contractor is not owned by the Corporation but hired from another agency, the authorised representative of the agency providing the T&P will also sign the said Record Book. In case the Contractor contests correctness of any entry and/or fails to sign the Record Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Record Book.
- 28.4.4 The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Corporation's T&P/T&P hired by the Corporation in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Corporation's T&P/T&P hired by the Corporation to the place from where it was issued.
- 28.5.1 **T&P owned by Corporation**
- The hire charges shall be as per NTPC guidelines and are to be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Corporation's T&P in accordance with the provision there for in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance.
- However, the Contractor shall be allowed to return the tools and plants (issued by the Corporation) for purposes of repairs and for the duration of such repairs no hire charges shall, be levied.
- The Contractor shall be responsible for care and custody of Corporation's T&P (including employment of chowkidars) during the period Corporation's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Corporation.
- 28.5.2 **T&P hired by the Corporation**
- The hourly hiring rate for T&P hired by the Corporation from another agency and issued to Contractor shall be all inclusive rate including the cost of hiring, operation & maintenance charges, fuel charges and other charges.
- 28.6 The Corporation gives no guarantee in respect of output of T&P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the

ground that out turn or performance of Corporation's T&P/T&P hired by the Corporation was not to the Contractor's expectation.

- 28.7 The T&P hired to the Contractor shall be returned at the place of issue by the Contractor to the Engineer-in-Charge (unless otherwise directed) on execution of the work or section of the work at the end of the day. In case the T&P is used by the Contractor in continuation of previous requisition and the crane has not moved out of his work area, then the movement of crane for fresh requisition(s) by the Contractor within his work area shall be to the Contractor's account.
- 28.8 The Corporation shall be entitled to terminate the hire without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of T&P issued by the Corporation. On termination of the hire by the Corporation, the Contractor shall return the T&P at the place of issue unless otherwise directed by the Engineer-in-Charge

29. Patent Indemnity

- 29.1 The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract in the performance of the Contract.
- 29.2 In the event of any claim being made or action being brought against the Employer or its representatives or its employees, in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Employer, provided further that the Contractor has brought to the notice of the Engineer-in-Charge, of such infringement immediately upon the instructions of the Engineer-in-Charge or upon the Contractor becoming aware of such infringement.

30. Materials for the performance of the Contract

(a) Materials to be provided by the Contractor

1. The Contractor shall at his own expense, provide all materials required for the Works other than those which are to be issued by the Employer.
2. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.
3. Wherever required by the Engineer-in-Charge, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven(7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying

with the Technical specifications laid down in the Contract, for approval.

4. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
5. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of Employer, except if the tests disclose that the said materials are not in accordance with the provision of the Contract, then the same shall be to the account of the Contractor.
6. All charges on account of GST, other taxes and levies on materials obtained for the Works from any source (excluding materials issued by the Employer) shall be borne by the Employer except Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals.

(b) *Materials to be issued by the Employer:*

(i) **Materials to be issued by the Employer free of cost**

The Employer, if so stipulated in SCC, may issue material to the Contractor free of cost for incorporation in the Works as per the terms and conditions specified in the SCC/Technical Specifications.

(ii) **Materials to be issued by the Employer on chargeable basis**

If after the award of the Contract, the Contractor desires the Employer to issue/supply any other materials, for the purposes of the Contract such materials may be issued by the Employer, if available, at rates and terms and conditions to be fixed by the Engineer-in-Charge. The Employer reserves the right not to issue any such materials. The non-issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.

(c) *General:*

1. Materials required for the Works, whether brought by the Contractor or issued by the Employer, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.

2. Engineer-in-Charge shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.
3. All materials brought to the Site shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him.
4. The Employer may issue all the materials agreed to be issued to the Contractor under the Contract, at its site stores. All other costs such as loading, unloading, transportation to Contractor's godown, storage etc. till the materials are incorporated in the Works or returned to the Employer shall be to the account of the Contractor.
5. All materials issued to the Contractor, by the Employer for incorporation or fixing in the Works (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Contractor at his expense, at the Employer's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the Employer's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor, had such materials been delivered at the Employer's store, shall be borne by the Employer.

31. Quality Assurance Programme

- 31.1 Sampling, testing and quality assurance requirements shall be as given in Technical Specifications & Scope of Work.
- 31.2 All costs associated with testing of materials required as per Technical Specifications & Scope of Work shall be deemed to be included in Contract rates/prices in the Bill of Quantity (BOQ).

32. Inspection and Approval

- 32.1 All Works shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 32.2 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall provide full opportunity for examination and measurement of any work which is about to be covered up or put out of view . The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly' attend for the purpose of examining and measuring such work. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at his own expense.

- 32.3 The Engineer-in-Charge or his authorised representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.
- 32.4 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge.
- 32.5 The additional & specific inspection and approval requirements in respect of the Works are detailed further in the Technical Specifications.

33. Records and Measurement

- 33.1 The Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of the Work done in accordance with the Contract.
- 33.2 All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Engineer-in-Charge so that a complete record is obtained of all Work performed under the Contract.
- 33.3 Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative.
- 33.4 Before taking measurements of any Work the Engineer-in-Charge or his authorised representative for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorised representative for taking the measurements after such a notice or fails to countersign or to record the objection, if any, within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or his authorised representative shall be taken to be correct measurements of the Work.
- 33.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour etc. necessary for taking measurements.
- 33.6 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.
- 33.7 Based on the above measurements, NTPC shall enter the same in SAP. A print out of the SAP records shall be taken for Running bill(s) and Final Bill and jointly signed by Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative for the purpose of performance, payment and records.

34. Methods of Measurement

- 34.1 Measurement of Contract items of Work shall be taken in accordance with method of Measurement stipulated in the Technical Specifications/Bill of Quantities (BOQ). In case of extra items, the Engineer-in-Charge shall also specify the method of measurement for such items at the time of his order for execution of such extra items.

34.2 In case no method of measurement is stipulated in Technical Specifications/ Bill of Quantity (BOQ)/ Order of the Engineer-in-Charge, then the Method of Measurement of such items shall be as per the relevant Standard Method of Measurement issued by Indian Standards Institution or general industry practice/ local custom.

35. Temporary / Enabling Works

35.1 Temporary / Enabling Works as specified in the Technical Specifications or as directed by the Engineer-in-charge for the proper execution of the Works shall be carried out by the Contractor. These Works shall be executed by the Contractor at his own cost.

35.2 All equipment, labour, materials including cement, reinforcement and the structural steel required for the Enabling Works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor on this account and the unit rates quoted by the Contractor for various items in the Bill of Quantities (BOQ) shall be deemed to include the cost of Enabling Works.

35.3 The Contractor shall make his own arrangement for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.

36. Urgent Works

If any Urgent Work becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other means, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses, incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

37. Power & Water Supply and boarding and lodging of employees/ labour / staff

37.1.1 The Contractor shall advise the Engineer-in-Charge, within seven (7) days from the date of acceptance of the Letter of Award/Service Purchase Order, about his exact requirement of space for his office, storage area, preassembly and fabrication areas etc. The above requirement shall be reviewed by the Engineer-in-Charge and space as decided by him will be allotted for his use as well as his Sub-Contractor's use. The Employer does not guarantee uninterrupted power supply.

37.1.2 The Contractor shall have to make arrangements for boarding and lodging of his employees/labour/staff at his own cost. NTPC shall NOT be providing any facility for the stay of employees/labour/staff. He shall not be entitled to any payment on account of the expenditure incurred for boarding and lodging of employees/labour/staff. However, NTPC may provide any facility if available on fully chargeable basis.

37.2 Supply of Unfiltered Water for construction/maintenance/repair work only

37.2.1 Unless otherwise stated in SCC, the Contractor shall draw water from the water supply mains provided in the project at suitable points to be indicated by the Engineer-in-Charge. All pipe lines, pumps and other accessories required for taking the water from the mains to the site of Work shall be provided by the Contractor at

his own cost. He shall not be entitled to any payment on account of the expenditure incurred in providing the pipe lines, pumps, etc. No charges will be levied on the Contractor for the water drawn by him for the purpose of the construction/maintenance/repair work.

- 37.2.2 The Employer does not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water; the Contractor shall be responsible for making at his own cost alternative arrangements for water. The Engineer-in-Charge also reserves the right to limit the quantity of water to be allowed to be drawn by the Contractor.
- 37.2.3 No claim for damages will be entertained by the Employer on account of interruption of water supply or limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or on any other account in connection with such water supply.
- 37.2.4 It will be the responsibility of the Contractor to adequately treat the water at his cost before use for the intended purpose.
- 37.2.5 Where the Contractor makes his own arrangements for water required for the Work, nothing extra shall be paid for the same. He should make arrangements for storage of sufficient quantity of water required for at least a day's work.

38. Site testing equipments and facilities

- 38.1 As part of the Contract, the Contractor shall provide and maintain testing equipments and facilities for testing of materials and work executed under the direction and general supervision of the Engineer-in-Charge. The testing equipments should establish meeting of requirements detailed in the Technical specifications and scope of work and should have valid calibration certificate.
- 38.2 All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.
- 38.3 The Contractor shall provide approved qualified personnel to operate and maintain the testing equipments and facilities for testing of materials and work executed for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-Charge.
- 38.4 The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-Charge and shall submit the results of such measurements without delay.

39. Completion Certificate

- 39.1 As soon as the Work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within fourteen (14) days of receipt of such notice the Engineer-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion, (b) defects, if any, in the Work to be rectified by the Contractor and/or (c) items, if any, for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the Work be considered to be complete till the Contractor shall have removed from the premises on which the Work

has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects), and the like to the satisfaction of Engineer-in-Charge. If the Contractor fails to comply with any of the requirement of the conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may, at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and recover the cost after giving due credit for the realised amount. The term 'completion' used herein means the physical completion of the Work and in no way means to connote the quality or time of performance of the Work.

In case of Period Contracts/Maintenance Contract(s), the Contractor shall give notice of such completion to the Engineer-in-Charge seven (7) days prior to the day of completion. On receipt of such notice the Engineer-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion, (b) defects, if any, in the Work to be rectified by the Contractor and/or (c) items/ services, if any, for which payment shall be made at reduced rates before the expiry of contract period.

- 39.2 If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as 'the relevant part') notwithstanding anything expressed or implied elsewhere in this Contract.
- 39.3 In case of such taking over of possession by Engineer-in Charge of the said item or group of items, the following shall govern:
- 39.3.1 Within twenty-eight (28) days of request by the Contractor, the Engineer-in-Charge shall issue completion certificate for the relevant part as in GCC Sub-Clause 39.1 above provided the Contractor fulfils his obligations under that Condition for the relevant part.
- 39.3.2 The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- 39.3.3 The Contractor may reduce the value insured under GCC Clause entitled 'Contractor's Liability and Insurance' to the extent of the value of the completed items or relevant part as estimated by the Engineer-in-Charge and notified for this purpose. This estimate shall be applicable for this purpose only and for no other.
- 39.3.4 For the purposes of ascertaining liquidated damages for delay under GCC Sub-Clause 25.5 in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under GCC Sub-Clause 25.2 and actual date of completion as certified by the Engineer-in-Charge under this Clause.

E. Defects Liability

40. Liability for Damage, Defects or Imperfections and Rectification thereof

If the Contractor or his workmen or employees shall damage or destroy any part of the building/structure in which they may be working or any building, road, fence etc. contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work while in progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense.

If it shall appear to the Engineer-in-Charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

41. Defects Liability Period

Unless otherwise specified in the Technical Specifications and Scope of Work/SCC, the Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twelve (12) months from the certified date of completion.

F. Risk Distribution

42. Employer's and Contractor's Risks and Insurance

42.1 The Employer carries the risks which this Contract states as Employer's risks, and the Contractor carries risks which this Contract states as Contractor's risks, under this clause.

42.2 Irrespective of the Employer's Risks or Contractor's Risks the Contractor shall execute the Works as per Contract and as directed by Engineer-in-Charge.

42.3 Employer's Risks

42.3.1 The 'Excepted Risks' are

- (1) In so far as they occur in the Union of India and directly affect the execution of the Works:
 - (a) war and hostilities (whether war be declared or not), invasion, act of foreign enemies.
 - (b) rebellion, revolution, insurrection or military or usurped power or civil war.
 - (c) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works;
 - (d) ionizing radiations, or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic,

explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component;

(e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed;

(f) any operation of the forces of nature, which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate precautions or

(2) a cause due to the design of the Works, other than the Contractor's design.

42.3.2 In the event of any loss or damage to the Works or any part thereof and/or to any materials or articles at the Site from out of any occurrence of Excepted Risks, the following provisions shall have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the Works as shall have been damaged, take the same to the place identified by the Employer, at the Employer's cost.

(b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed to rectify, repair, reconstruct or replace the damaged articles, materials and the Works under and in accordance with the Conditions of the Contract, at the Employer's cost.

42.3.3 The Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

42.4 **Contractor's Risks**

42.4.1 All risks of loss of or damage to the physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, other than those covered under the Excepted Risks at sub-clause 42.3.1, will be the liability of the Contractor, except as otherwise provided in the Contract.

42.4.2 From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except due to Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

42.4.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any Compensation or damage caused by any occurrence of the Excepted Risks.

42.5 Insurance

- 42.5.1 Before commencing the execution of the Works, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Employer against any damage/ loss or injury which may occur to his property and personnel, to any third party property and third person by or arising out of carrying out of the Contract, except due to reasons of 'Excepted Risks'.
- 42.5.2 Towards this end, the Contractor shall arrange adequate insurance coverages, in the joint names of the Employer and the Contractor and/or Sub-contractor, from the date of commencement of the Work to the end of the Defects Liability Period, to the nature and content, amounts and deductibles as further elaborated and detailed in the SCC for the following events which inter alia will include the following:
- (i) loss of or damage to the Contractor's T&P;
 - (ii) loss of or damage to the property other than Works including those of third parties; and
 - (iii) injury or death of personnel belonging to the Contractor or any other party.
- 42.5.3 Contractor shall ensure that the insurance coverage of the above policies include any loss or damage to his Staff, Supervisors, Engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.
- 42.5.4 The Contractor shall necessarily take Workmen Compensation Policy and Third Party Liability Policy. The third party liability policy shall be for value specified in the Technical Specifications & Scope of Work/SCC.
- 42.5.5 The Policies and certificate for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the date of commencement of the Works.
- 42.5.6 The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Engineer-in-Charge has agreed to such modification or cancellation in writing.
- 42.5.7 Upon grant of the time extension by the Engineer-in-Charge, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Employer and the Contractor shall promptly furnish documentary evidence to Engineer-in-Charge towards extension of insurance policies for the period of time extension.
- 42.5.8 The Contractor shall ensure that wherever applicable, his Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel, vehicles, T&P and property other than Works including those of third parties for the part of the Works executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.
- 42.5.9 It shall be the responsibility of the Contractor to take the insurance cover for all his liabilities. However, if the circumstances warrant, Employer may, without being bound to, effect and keep in force any such insurance coverage and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

The Contractor shall extend support to NTPC for lodging of claims for its own material with the insurers for claim against Policies taken by NTPC.

43. Force Majeure

43.1 Definition of Force Majeure

43.1.1 "Force Majeure" shall mean any event beyond the control of the Employer or of the Contractor, as the case may be, (but excluding 'Excepted Risks', which shall be dealt in accordance with GCC Clause entitled "Employer's Risks") and which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.

43.1.2 Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Contract

- (i) terrorist acts,
- (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,
- (iii) national/sectoral/illegal strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.

43.2 Notice of Force Majeure

43.2.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

43.2.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 25.4 (Extension of Time for Completion).

43.2.3 Notwithstanding any other provision of the Clause, Force Majeure shall not apply to any obligations of the Employer to make payments to the Contractor herein.

43.3 Duty to Minimize Delay

43.3.1 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to right to terminate the Contract.

43.4 Consequence of Force Majeure

43.4.1 If the Contractor is prevented from performing its obligations under the Contract by reason of Force Majeure of which notice has been given under Sub-Clause 43.2.1,

and suffers delay by reason of such Force Majeure, the Contractor shall be entitled to an extension of time for any such delay, if the Completion is or will be delayed, in accordance with GCC Sub-Clause entitled "Extension of Time for Completion".

43.4.2 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a. constitute a default or breach of the Contract,
- b. give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

43.5 Termination for reasons due to extended Force Majeure

43.5.1 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than seventy (70) days or an aggregate period of more than one hundred and forty (140) days or any such extended period as may be agreed to between the parties on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

43.5.2 In the event of termination pursuant to GCC Sub-Clause 43.5.1, the rights and obligations of the Employer and the Contractor shall be as specified hereunder:

- (a) the Contractor shall be paid at contract rates for the work already executed by him
- (b) The Employer shall have an option to take over the Contractor's facilities/materials or any part thereof brought to site, at such rates as are determined reasonable by the Engineer-in-Charge.

43.5.3 In the event of any disagreement of the parties relating to matters at GCC Clause 42.5.2, the dispute shall be settled in accordance with GCC Clause titled "Settlement of Disputes".

G. Changes in Contract Element

44. Changes in Constitution:

Where the Contractor is a partnership firm, prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the Work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of GCC Sub-Clause 47.3 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said GCC Sub-Clause 47.3.

45. Powers of Engineer-in-Charge for alterations/ omissions/ additions /substitutions

45.1 The Engineer-in-Charge shall have power (i) to make alterations in, omissions from,

additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons he may consider necessary and/or reasonable. Any such alterations, omissions, additions or substitutions shall be ordered by the Engineer-in-Charge as a deviation. The Contractor shall be bound to carry out the said deviation in accordance with instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original Works, except as otherwise provided herein.

45.2 Permissible deviation limit for variations in Contract Items

45.2.1.1 For Contracts Other than overhauling

In case of items of Work, quantities of which may change due to Site Conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)20% for contracts other than those for overhauling. All the quantities of any item actually executed from 0-120% of the Contract quantity (0 to 1.2 times the quantity) will be payable at Contract rates for while the rates for the quantities above 120% of Contract quantity (1.2 times the Contract quantity) will be subject to review/revision.

45.2.1.2 For Contracts for overhauling

In case of items of Work, quantities of which may change due to Site Conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)50% for contracts for overhauling. All the quantities of any item actually executed from 0-150% of the Contract quantity (0 to 1.5 times the quantity) will be payable at Contract rates for while the rates for the quantities above 150% of Contract quantity (1.5 times the Contract quantity) will be subject to review/revision.

45.2.2 In case the Bill of Quantities (BOQ) contains sub-items of Work under a Main Item, then the above permissible limits of deviation shall be applicable on the value of each such sub-item and not on the entire value of the Main Item.

45.2.3 The deviations up to the above permissible limits shall be carried out by the Contractor at the same rates and terms as per the Contract.

45.2.4 Rates of Items of Work derived on the basis as detailed in GCC Sub-Clause 45.2 shall not be eligible for price adjustment.

45.3 Methodology for Determination of Rates for variations of Contract Items beyond the permissible deviation limits

45.3.1 For Contract Items which exceed the limits over the original value of that item as mentioned in GCC Sub-Clause 45.2.1 above, the Contractor may, within fourteen (14) days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and the relevant documents to substantiate the same. While working out the rates on the basis of market rate, 10% (Ten percent) of the rate to cover all overheads and profits of the Contractor shall be considered. The Engineer-in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the

Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer-in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one (21) days thereafter, shall fix the rate(s)/price(s) as are, in his opinion appropriate. The rate(s)/price(s) so fixed shall be notified to the Contractor and shall be final and binding.

- 45.3.2 If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty one (21) days. If the Employer does not determine and cause the Engineer-in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the items of Work executed beyond the permissible deviation limits, at 75% (seventy-five percent) of the rate(s)/price(s) claimed by the Contractor with satisfactory supporting documents or at Contract Rate, whichever is less, purely on adhoc and provisional basis subject to adjustment.
- 45.3.3 In the event of the Contractor failing to inform the Engineer-in-Charge, within the stipulated period of fourteen (14) days time, the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.
- 45.3.4 Rates of Items of Work derived on the basis as detailed in GCC Sub-Clause 45.3 shall not be eligible for price adjustment.

45.4 **Methodology for Determination of Rates for Extra Items (Additional, Altered or Substituted Items) of Work**

- 45.4.1 Rates for Extra Items of Work (comprising of Additional, Altered or Substituted items of Work), shall be determined by the Engineer-in-Charge in the following order:
- (i) If the rate(s)/price(s) for extra items occurring in a particular Bill of Quantities (BOQ) are available in other Bill of Quantities (BOQ) forming part of the Contract, the lowest of such rate(s)/price(s) will be used, subject to the nature of work being comparable.
 - (ii) If the rate(s) cannot be derived as per (i) above, then
 - (a) In case of contracts with only one Bill of Quantities (BOQ) forming the part of the Contract, the rate(s)/price(s) for the extra item(s) shall be derived from the lowest of any similar item(s) in that Schedule.
 - (b) In case of contracts with two or more Schedules of Quantities forming a part of the contract, the rates for the Extra Item(s) will be derived from the nearest similar item appearing in the Schedule in which the extra item is to be executed failing which from any other Schedule in which nearest similar item is available, the rate so derived being the lowest of such derived from nearest similar items in those other Schedules and used.

- 45.4.2 If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in GCC Sub-Clause 45.4.1 (i) & (ii) above, the Contractor shall, within fourteen (14) days of the date of receipt of the order to carry out the said Work, inform the Engineer-in-Charge under advice to the Employer of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and relevant documents to substantiate the same. While working out the rates on the basis of market rate, 10% (Ten percent) of the rate to cover all overheads and profits of the Contractor shall be considered. The Engineer-in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer-in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one (21) days thereafter shall fix the rate(s)/price(s) as are, in his opinion appropriate. The rate(s) /price(s) so fixed shall be notified to the Contractor and shall be final and binding.
- 45.4.3 If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty-one (21) days. If the Employer does not determine and cause the Engineer-in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the extra items of Work, at 75% (seventy-five percent) of the rate(s)/price(s) claimed by the Contractor with supporting documents or at Contract Rate, whichever is less, purely on adhoc and provisional basis subject to adjustment.
- 45.4.4 In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of fourteen (14) days time the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.
- 45.4.6 Rates for Extra Items of Work, derived on the basis as detailed in GCC Sub-Clause 45.4 above shall not be eligible for Price Adjustment.

45.5 **Work Schedules for variation beyond deviation limits & Extra Items**

The Engineer-in-Charge shall finalise a Work Schedule in consultation with the Contractor for items of Work beyond deviation limits and the Extra Items of Work to be executed and the date(s) specified in this agreed Work Schedule shall be considered as the date for working out the Price adjustment amount. The primary consideration by the Engineer-in-Charge while determining the time required for execution of the altered or substituted item(s) of Work, would be quantities of the altered or substituted and not the value of altered or substituted item(s) of Work.

45.6 **Provisional payments**

Pending approval of the Rates for Contract Item(s) of Work beyond the permissible deviation limits as well as for Extra Items (Additional, Altered or Substituted item) of

Work, provisional payment at an interim rate (75% of the rate/price determined by the Engineer-in-Charge), shall be made to the Contractor after recoveries as per terms and conditions of the Contract, in the interest of progress of Work, which shall be regularized after approval of Competent Authority.

46. Suspension of Works

- 46.1 The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
- (i) On account of any default on part of the Contractor; or
 - (ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; or
 - (iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.
- 46.2 The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 46.3 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 46.1 above, in so far as it concerns suspension of part of the Works or whole of the balance, the Contractor shall be entitled to an extension of time equivalent to the period of suspension plus 25% thereof. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.
- 46.4 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 46.1 above, as far as it concerns the entire balance of Works on the date of suspension and if such period of suspension cumulatively exceeds twenty-eight (28) days, then in addition to extension of time as in Sub-Clause 46.3 above, the Contractor shall be eligible for compensation, as the Employer may consider reasonable, in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the cumulative period of suspension, adding to the total thereof, a reasonable percentage as determined appropriate by the Engineer-in-Charge, to cover indirect expenses and incidentals of the Contractor, provided the Contractor submits his claim supported by details to establish the reasonableness of his claim to the Engineer-in-Charge under advice to the Employer within fourteen (14) days of the expiry of the said twenty-eight (28) days period.
- 46.5 If for any reason other than for reasons of Contractor's default as per GCC Sub-Clause 46.1(i) above, if the Contract remains suspended for a continuous period exceeding ninety (90) days, then the Employer and the Contractor shall mutually discuss and agree for a suitable course of action regarding the recommencement/reinstatement of the suspended work or alternatively treat the suspension as termination / abandonment of the Works by the Employer as per GCC Sub-Clause 47.1 herein. If out of above discussion it is determined that the Contract has to be treated as terminated under the provisions of GCC Sub-Clause 47.1, then the Contractor shall be eligible for compensation as envisaged in GCC Sub-Clause 47.1.1 herein.
- 46.6 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 46.1 above, in so

far as it concerns suspension of part of the Works or whole of the balance, the Contractor shall be entitled to the following compensation:

The Bank Guarantee Charges and Insurance Charges for the extended period, pursuant to GCC Clause 46.3, shall be reimbursed at actuals based on the written request of Contractor. The reimbursement of BG charges shall be made on the basis of documentary evidence submitted by the Contractor (such as debit advice of Bank) along with a Certificate from the issuing Bank as per the format enclosed in Section-VII (Forms & Procedures). Further, the reimbursement of Insurance charges shall also be made on the basis of documentary evidence submitted by the Contractor. In addition, the Contractor should obtain Insurance Policy directly from the Insurance Company and not through Brokers. The aforesaid reimbursement of Bank Guarantee Charges and Insurance Charges shall be inclusive of GST.

47. Termination

47.1 Termination by the Employer

If at any time after award of Contract, the Employer shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out by the Contractor, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor except as herein under provided, shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the said termination of the whole or part of the Works.

47.1.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the Work to the full extent because of the said termination:

- (a) Any cost incurred on preliminary site work, e.g. access roads, labour huts, staff quarters and site offices; storage accommodation and water storage tanks, etc.
- (b) (i) The Employer shall have the option to take over Contractor's facilities/ materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - (ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Employer at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials

were in the custody of the Contractor.

- (d) Reasonable compensation for transfer of Contractor's T&P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

47.1.2 The Contractor shall, if required by the Engineer-in-Charge furnish to him wage books, time sheets and other relevant documents as may be reasonably necessary to enable him to certify the reasonableness of the amount payable under this Clause.

47.2 Termination on Contractor's Death

47.2.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to cancel the Contract as to its incomplete part without the Employer being liable in any way to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

47.3 Termination for Contractor's Default

47.3.1 If the Contractor:

- (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice of seven (7) days in writing from the Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within seven (7) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (c) fails to complete the Works or items of Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- (d) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgement of the Employer.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; or

- (e) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force, for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (f) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (g) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;

the Employer may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Employer by written notice, cancel the Contract as a whole or only such items of work in default, from the Contract.

(h) **"Debarment**

The Employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under GCC Clause 47.3.1 or any of the grounds as detailed in the said Debarment Policy."

Encl.: Annexure-I to SCC

- (i) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 26.3.

47.3.2 The Employer shall on such cancellation have rights to:

- (a) take possession of the Works and any materials, construction plant, implements, stores, etc., thereon; and/or
- (b) carry out the incomplete Work by any means at the risk and cost of the Contractor.

- 47.3.3 On cancellation of the Contract in full or in part, the Employer shall determine what amount, if any, is recoverable from the Contractor for completion of Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's material taken over as well as incorporated in the work, and use of tools and plants belonging to the Contractor.
- 47.3.4 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within twenty-eight (28) days.
- 47.3.5 If the Contractor fails to pay the required sum within the aforesaid period of twenty-eight (28) days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered from him.
- 47.3.6 Any sums in excess of the amounts due to the Employer and unsold materials, construction plant etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

48. Possession prior to completion

The Engineer-In-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any completed work in accordance with the contract agreement. If such prior possession or use by the Engineer-In-Charge delays the progress of work, equitable adjustment in the time of completion will be made.

49. Adherence to Fraud Prevention Policy

The Contractor along with its Associate / Collaborator / Sub-Contractors / Sub-Vendors / Consultants / Service Providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://www.ntpc.co.in>.

The Contractor along with their ~~his~~ associate/ collaborator/ subcontractors/ sub vendor/ consultant/ service providers shall observe the highest standards of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to his notice.

If in terms of above policy it is established that the Contractor/his representatives have committed any fraud while executing the contract then the Security Deposit shall be forfeited.

50. Limitation of Liability

Except in cases of criminal negligence or willful misconduct,

- (a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- (b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.

51. Debarment

The Employer has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in /www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in SCC. Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under Clause 47.3.1 or any of the grounds as detailed in the said Banning Policy.

52. Disposal of Scrap

The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables. GST applicable, if any, shall be to Contractors account.

The ownership of such Scrap shall vest with the Contractor except in cases where the materials for the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, GST etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/ duties shall be that of the Contractor.

The scrap generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also the scrap generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work is to be returned to the Employer.

53. Disposal of surplus material, Plant & Equipment

Ownership of any material, Plant and Equipment brought by Contractor in excess of the requirements for the Work (i.e. surplus material) shall revert to the Contractor upon Completion of the Work or at such earlier time when the Employer and the

Contractor agree that the materials in question are no longer required for the Work. However, any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work.

The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, GST etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal /disposal of surplus material. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.

The surplus generated out of Owner issue material without any adjustment to the Contract Price is to be returned to the Employer. Also any surplus generated out of any material, Plant and Equipment specifically stipulated in the Bill of Quantities in the Contract shall be the property of the Employer whether or not incorporated in the Work.

54 No Claim for interest or damage

54.1 Interest on money due to the contractor:

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 be due on the final settlement of his account be due to him.

54.2 No claim for interest or damage:

No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

55. Procedure for Contract Closing

The closing of Contract shall be effected after completion of the defect liability period and return/refund of CPG/Security Deposit.

The following thirteen (13) certificates, as per the Proforma enclosed in Section VIII (Forms and Procedures), shall be issued by the 'concerned departments of NTPC'/ 'Contractor', as applicable, **and submitted to the concerned authority designated in NTPC** for closing of Contracts:

Certificate No.	Certificate Description	Responsibility	LIMITING DATES FOR ISSUANCE OF CERTIFICATE@
CCP-01	Certificate of Final Amendment to the Contract	C&M dept.	7 Months from the date of Completion of Facilities
CCP-02	Drawing Receipt Certificate	Executing Dept./EIC	2 Months from the date of Completion of Facilities
CCP-03	QA Documents Receipt Certificate	FQA	2 Months from the date of Completion of Facilities
CCP-04	O&M Manual Receipt Certificate	Executing Dept./EIC	4 Months from the date of Completion of Facilities
CCP-05	Scope Completion Certificate	Executing Dept./EIC	8 Months from the date of Completion of Facilities
CCP-06	Liquidated Damages for Delay Certificate	Executing Dept./EIC	7 Months from the date of Completion of Facilities
CCP-07	Shortfall in Equipment Performance Certificate	Executing Dept./EIC	5 Months from the date of Performance Guarantee Tests.
CCP-08	"Material Reconciliation" Certificate	Executing Dept./EIC & Site Materials Mgmt.	6 Months from the date of Completion of Facilities
CCP-09	"Payment Reconciliation" Certificate	Finance	6 Months from the date of Completion of Facilities
CCP-09A	Reconciliation Certificate for Payments by Site/SSC : Foreign Contractor	Finance	6 Months from the date of Completion of Facilities
CCP-09B	Reconciliation Certificate for Payments by Corporate Finance: Foreign Contractor	Corporate Finance (IF Deptt.)	6 Months from the date of Completion of Facilities
CCP-09C	"Customs Reconciliation" Certificate : Foreign Contractor	Transportation and Customs Clearance (T&CC) office	6 Months from the date of Completion of Facilities
CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor	9 Months from the date of Completion of Facilities
CCP-11	"No Demand Certificate" by Contractor	Contractor	6 Months from the date of Performance Guarantee Tests.
CCP-12	Certificate for Completion of Warranty Period	Executing Dept./EIC	14 Months from Completion of Facilities
CCP-13	Certificate for Return of BGs/ Indemnity Bonds etc.	Finance	All BGs except CPG: 5 Months from Completion of Facilities CPG: 15 Months from Completion of Facilities

Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 55 above.

It shall be the responsibility of the contractor to submit the drawings along with the reproducibles, QA documents, O&M Manuals, List of Spares, As Built drawings,

deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.

The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.

56 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.

NTPC LIMITED
(A Government of India Enterprise)



SECTION – IV

UNIFIED SHARED SERVICES CENTER
(CONTRACTS AND MATERIALS DEPARTMENT)

CPG-3

CONTRACTS SECTION

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

SCC Item No.	ITB/GCC Clause Ref., if any	DATA
		<p style="text-align: center;">SECTION - IV</p> <p>SPECIAL CONDITIONS OF CONTRACT (SCC)</p> <p>NAME OF PACKAGE : Please refer Section-I (IFB)</p> <p>DOCUMENT NO. : Please refer e-Tendering Portal</p> <p>The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Conditions of Contract (GCC), Section-III and Instructions to Bidders (ITB), Section II. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC & ITB. The corresponding clause number of the GCC & ITB is indicated in parentheses.</p> <p>1.0 ITB 1.1 Name of the Package: Please refer Section-I (IFB)</p> <p>2.0 ITB 7.0 PRE-BID CONFERENCE - NOT APPLICABLE</p> <p>3.0 ITB 11.3.1 Following Attachments (if applicable as per Section-I IFB) shall also be submitted in Physical form in separate sealed envelope (s) duly marked in accordance with ITB clause 16:</p> <p style="padding-left: 20px;">(a) Integrity Pact (Physical Copy to be submitted only if relevant attribute for Integrity pact is not available in GTE of Tendering Portal).</p> <p>4.0 ITB 11.3(c) Qualification Requirements for Bidders</p> <p>In addition to the requirements stipulated in Section-II, ITB (Instructions to Bidder), Qualifying Requirements as Stipulated in Annexure-I to IFB shall also apply:</p> <p>i. After issuance of IFB/ NIT, Employer shall issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of meeting Technical QR to the extent mentioned in the communication.</p> <p>In case the bidder who has been issued such communication from the Employer, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works/ past experiences in support of meeting Technical QR while submitting their bid.</p> <p>Such bidder shall be required to declare in Attachment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from the Employer and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.</p>
<p>Document Ref: CPG-3/O&M/CS-856</p>	<p style="text-align: center;">SECTION –IV (SCC)</p>	<p style="text-align: right;">1 Page</p>

SCC Item No.	ITB/GCC Clause Ref., if any	DATA
		<p>However, the bidder shall be required to submit any other details pertaining to</p> <p>Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).</p> <p>ii. In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.</p> <p>iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix ... to Attachment-3A (Undertaking from Statutory Auditor) and/ or Appendix ... to Attachment-3A (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p>iv. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:</p> <ol style="list-style-type: none"> 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS) 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL) 3) International Certification Services (ICS) 4) TÜV Rheinland (India) Pvt. Ltd. 5) TÜV SÜD South Asia Pvt. Ltd. 6) TÜV India Pvt. Ltd. (TÜV Nord Group) 7) Intertek India Pvt. Ltd. 8) Moody International (India) Pvt. Ltd. 9) RINA India Pvt. Ltd. 10) Competent Inspectorate and Consultants LLP <p>The following website may be referred for contact details of above ten (10) TPIAs:</p> <p>http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php</p>
<p>Document Ref: CPG-3/O&M/CS-856</p>	<p>SECTION –IV (SCC)</p>	<p>2 Page</p>

SCC Item No.	ITB/GCC Clause Ref., if any	DATA
		<p>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder,</p> <p>as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p> <p>v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.</p>
5.0	ITB 12.2	Currency- INDIAN RUPEES
6.0	ITB 13.1	Bid Validity: 120 Days
7.0	ITB 14.1	Earnest Money Deposit & Tender Fee: Please refer Section-I (IFB)
8.0	GCC 8.0	SETTLEMENT OF DISPUTES
9.0	GCC 8.1	<p>ENGINEER-IN-CHARGE</p> <p>For the purpose of the sub-clause entitled Engineer-In-Charge/ Officer-In-Charge under clause "Settlement of Disputes" appearing in the GCC, the Head of Project/Station shall act as Engineer-In-Charge/ Officer-In-Charge.</p>
9.1	GCC 8.3.3.3	THE PLACE OF ARBITRATION SHALL BE NEW DELHI.
9.2	GCC 8.2	(Appointment, Selection and Removal of IEs/Experts)- The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-II-----NOT APPLICABLE
9.3	GCC 8.3	<p>(Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)</p> <p>The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.</p>
9.4	GCC 8.4.2.2.	<p>(Conciliation Committees of Independent Experts)</p> <p>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-III</p>
10.0	GCC 11 GCC 11.1	<p>HUMAN RESOURCES</p> <p>Shall be as per Section V of bidding documents</p>
Document Ref: CPG-3/O&M/CS-856		<p align="center">SECTION –IV (SCC)</p> <p align="right">3 Page</p>

SCC Item No.	ITB/GCC Clause Ref., if any	DATA
11.0	GCC 11.4.10	<p>SAFETY</p> <p>The contractor shall be fully responsible for the safety of their workmen and shall take necessary precautions and provide protective PPE to avoid any accidents.</p> <p>May Please Refer Section V of bidding documents</p>
12.0	GCC 19	<p>SECURITY DEPOSIT- Please refer Section-I (IFB)</p>
13.0	GCC 20.1	<p>Payment on Account/Progressive Interim Payments- Please refer Section-I (IFB)</p>
13.1	GCC 20	<p>Payment Terms - Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs)</p> <p>Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers.</p> <p>The Reserve Bank of India has granted approval to</p> <ul style="list-style-type: none"> (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd <p>to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.</p> <p>Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms.</p> <p>MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.</p> <p>For queries/ details, the vendor may directly contact M1xchange or RXIL at: -</p> <ul style="list-style-type: none"> (i) M1XCHANGE: - URL: https://m1xchange.com Toll free No.: 1800-103-7261 (ii) RXIL: - URL: https://www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311" <p>The aforesaid provision may not be applicable for payments envisaged through "Letter of Credit (LC)" or "Escrow Account" or "A separate account with a Scheduled Bank at Site".</p>
14.0	GCC 21	<p>CONTRACT PRICE- Please refer Section-I (IFB)</p>
15.0	GCC 25	<p>WORK COMMENCEMENT, EXECUTION & DELAYS, TIME EXTENSION, LIQUIDATED DAMAGE (LD)</p>
15.1	GCC 25.2	<p>Time for Completion - Please refer Section-I (IFB)</p>
15.2	GCC 25.5	<p>Liquidated Damages for Delay- Please refer Section-I (IFB)</p>
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SCC Item No.	ITB/GCC Clause Ref., if any	DATA
16.0	GCC 26	SUBCONTRACTS: NOT APPLICABLE
17.0	GCC 28	Methodology of Execution & Equipment Mobilization
	GCC 28.3	May please refer Section V of Bidding documents
18.0	GCC 30	Materials for the performance of the Contract
	GCC 30 (b)	(i) Materials to be issued by the Employer free of cost
		If any, Shall be as mentioned in Section V of Bidding documents
19.0	GCC 37	Power & Water Supply and boarding and lodging of employees/ labor / staff –All are in the Scope of Contractor unless otherwise mentioned in Section V of Bidding documents
20.0	GCC 41	Defects Liability Period- Please refer Section-I (IFB)
21.0	GCC 42.5.2	Insurance Cover: Amounts and Deductibles: ----- Insurance Amount insured Deductible Conditions ----- ----- AS PER SCOPE OF WORK/MIN AS PER POLICY-----
21.1	GCC 42.5.4	Value of Third-Party Liability Policy: Total/ Aggregate amount during the currency of Contract: Rs. 50.00 Lakhs or '110% of Contract value (Excluding GST)' whichever is lower For any one occurrence: 50% of Total aggregate amount
22.0	GCC 45.2	Contract Category: Please refer Section-I (IFB) (Overhauling/Others)
23.0	ITB 23.0	EVALUATION CRITERIA - Please refer Section-I (IFB)
24.0	ITB 32.0	Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers (if applicable as per Section-I IFB)
		Procedure: For order preference, MSE guidelines mentioned at Clause 31.0 of ITB read in conjunction with clause 32.0 of ITB "Preference to Make in India and granting of purchase preference to local suppliers" shall be applicable.
		Note: The local supplier shall be required to provide, in the bid form, self-certification / declaration that they fulfil the requirements of Local content for Class-I local supplier and shall give details of the location(s) at which the local value addition is made.
		In cases the total bid price of the supplier / bidder is in excess of INR 10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case or companies) or from a practicing cost accountant or practicing chartered
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SCC Item No.	ITB/GCC Clause Ref., if any	DATA			
25.0	New Clause	<p>accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>False declarations will be dealt in line with the Fraud Prevention Policy of NTPC</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids</p> <p>Add the following at the end of GCC</p>			
		<p>The Bank Guarantee and Insurance Charges for the extended period on account of delays attributable to the Employer shall be reimbursed at the following rates:</p> <table border="1" data-bbox="597 575 1330 695"> <tr> <td data-bbox="597 575 865 695">Rate applicable for BG Charges</td> <td data-bbox="865 575 898 695">:</td> <td data-bbox="898 575 1330 695">0.25% p.a. + GST or actual, whichever is lower, subject to documentary evidence.</td> </tr> </table>	Rate applicable for BG Charges	:	0.25% p.a. + GST or actual, whichever is lower, subject to documentary evidence.
Rate applicable for BG Charges	:	0.25% p.a. + GST or actual, whichever is lower, subject to documentary evidence.			
		<p>Rate applicable for Insurance Charges :</p>			
26.0	ITB 23.0	<p>The Insurance charges (including GST) for the extended period on account of delays attributable to the Employer, shall be reimbursed at actuals based on documentary evidence submitted by the Contractor. In such cases, the Contractor should obtain Insurance Policy directly from the Insurance Company and not through Brokers.</p> <p>EVALUATION AND COMPARISON OF BIDS:</p> <p>1. For Cases where Tendering is based on Premium (%) or 'Discount (%) in percentage (%age):</p> <p>In the Schedule of Items / Bill of Quantities (BOQ1 as indicated in Excel BOQ Template), the unit rates and total value have been provided by NTPC for all Items. The bidders have to quote 'Premium (%)' or 'Discount (%) in percentage (%age) and applicable % GST Rate over the total value on the price specified in the Schedule of Quantities (BOQ1).</p> <p>The 'Premium (%)' or 'Discount (%)' and %GST rate quoted by the bidders, shall only be considered, for the purpose of evaluation. If no value is mentioned in premium/discount cell, it will be considered that bidder is willing to quote its offer without any premium or discount over the rates mentioned in the bid and the same shall be applicable for that particular scheduled item.</p> <p>2. For Cases where Tendering is based on item rates:</p> <p>In the Schedule of Items / Bill of Quantities (BOQ2 as indicated in Excel BOQ Template), the bidders have to quote Item rate and % GST Rate. The item rate and %GST rate quoted by the bidders shall only be considered for the purpose of evaluation.</p> <p>3. For Cases where Tendering is based on A&B together, the total value quoted in both the sheets shall be considered for evaluation purposes</p> <p>4. Total Evaluated Bid Price (EBP) shall be calculated as follows:</p>			
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		<p>EBP = Evaluated Price for BOQ1 and BOQ2 taken together as applicable</p> <p>5. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to Bid Opening. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.</p> <p>6. In case of discrepancies in the quoted GST rate the following methodology shall be followed:</p> <p>a. In case Bidder quotes the GST rate as 'Zero' or 'NA' in the Price Bid (i.e. in BOQ.XLS), the quoted price shall be considered as inclusive of GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, for evaluation purpose. Accordingly, for the purpose of Award, the revised basic price shall be derived by deducting the applicable GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids from the quoted price in BOQ.XLS.</p> <p>For Example, if the Bidder quotes basic price as Rs. 100 and GST rate as '0' or 'NA' (in BOQ.XLS) whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, Quoted price shall be considered as Rs. 100. However, for the purpose of award as brought out above, the revised basic price shall be considered as Rs. 84.75 (= Rs 100/1.18) and GST rate as 18%</p> <p>b. In case Bidder quotes the GST rate lower w.r.t actual applicable GST rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, the quoted basic price plus quoted GST rate (in BOQ.XLS) shall be considered for evaluation purpose.</p> <p>Accordingly, for purpose of Award, the revised basic price shall be worked out by deducting the applicable GST from the total quoted price (Basic + GST) (in BOQ.XLS).</p> <p>For Example: if the Bidder quotes basic price as Rs. 100 and GST rate as 15 %, whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, Quoted price shall be considered as Rs. 115. However, for the purpose of award as brought out above, the basic price shall be considered as Rs. 97.46 (= Rs 115/1.18) and GST rate as 18%.</p> <p>c. In case Bidder quotes the GST rate higher w.r.t actual applicable GST rate prevailing as on seven (7) days prior to the deadline for opening of Techno-commercial Bids, the quoted price along with quoted GST rate shall be considered for evaluation purpose.</p> <p>However, for the purpose of Award, the quoted basic price shall be considered and GST shall be reimbursed as applicable as on seven (7) days prior to the deadline for opening of Techno-commercial Bids.</p> <p>For Example: if the vendor quotes its basic price as Rs. 100 and GST rate as 28%, whereas the applicable GST rate is</p>
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SCC Item No.	ITB/GCC Clause Ref., if any	DATA
27.0	GCC.47.3.1(h)	<p>18%. Hence for evaluation purpose Quoted price shall be considered as Rs. 128 and for the purpose of award the basic price shall be considered as Rs.100 and GST rate as 18%.</p> <p>d. In case Bids received from unregistered bidder, their Bid for evaluation shall be cost compensated as per the GST rate applicable in view of RCM as per GST Law.</p> <p>7. Treatment of Tie condition (with respect to Evaluated Price):</p> <p>i. In case of a situation wherein there is tie amongst Bidders at L-1 position (with respect to Evaluated Bid Price as per the provisions of Bidding Documents), such Bidders (Two or more Bidders who are having same Evaluated Bid Price at L-1 position) will be given an opportunity to offer further percentage (%) discount on their Evaluated Bid Price (on overall basis) by way of 'Supplementary Price (% Discount)'. The Revised Evaluated Prices after considering 'Supplementary Price (% Discount)' shall be the basis for final ranking of Bidders for the purpose of award.</p> <p>ii. The revised final ranking of Bidders, as determined through aforesaid procedure, shall also be considered for offering/ application of Benefits (Purchase preference) available to 'MSE'/ 'Class-I Local Suppliers' [as applicable as per the provisions of Bidding Documents] for award.</p> <p>iii. However, for the situation wherein 'MSE Bidder(s)'/ 'Class-I Local Supplier(s)' is/are at evaluated L-1 position (Tie Condition) and Benefits to MSE/ Purchase Preferences are applicable as per the provision of Bidding Documents, following procedure shall be followed:</p> <p>In case of a situation wherein only one of the Bidders (amongst the two/ more Bidders who are at evaluated L-1 position) is 'MSE Bidder'/ 'Class-I Local Supplier', then following procedure will be considered for award, as under:</p> <p>(a) In case splitting of quantity is possible, procedure as per para 7.0 (i) & (ii) will be followed.</p> <p>(b) In case splitting of quantity is not possible, then Award may be placed to 'MSE Bidder'/ 'Class-I Local Suppliers' as per the provision specified in the Bidding documents with respect to Purchase Preferences.</p> <p>Further, in case of a situation wherein Two or More Bidders (who are at evaluated L-1 position) are 'MSE Bidders'/ 'Class-I Local Suppliers', then procedure as per para 7.0 (i) & (ii) above will be followed.</p> <p>Debarment</p> <p>The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4. The same is enclosed as Annexure-I to SCC.</p>
28.0	ITB Clause 4.0	<p>BIDDER'S SITE VISIT:</p>
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SCC Item No.	ITB/GCC Clause Ref., if any	DATA
		<p>i. Bidder is advised to visit, inspect and examine the site(s) where the works are to be executed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender.</p> <p>A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The costs of visiting the site shall be borne by the bidder fully.</p> <p>ii. Local Conditions:</p> <p>a. It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents & specifications and to take the same into account while submitting his bid.</p> <p>b. Successful bidder shall make all effort and cooperate with the EIC in maintaining cordial, harmonious and conducive environment and industrial relations with respect to and connected to this work, so that smooth and effective execution of the work is achieved.</p> <p>c. Keeping the above in view, the bidder shall do required liaisoning with local authorities and / or community(ies), so that uninterrupted services are delivered.</p> <p>d. While engaging manpower and services for the job or while undertaking further assigning / subletting (if permitted), the bidder shall take the EIC and site management into confidence and act as per their overall guidance.</p> <p>e. While compliance unto these clauses is mandatory, it shall be understood that the overall responsibility for smooth and successful execution of the work in all its aspects shall lie with the bidder only and he has to act in close coordination with the EIC for the same. Noncompliance with these clauses may be deemed as breach of Contract and may invite contractual actions as deemed fit.</p>
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SCC Item No.	ITB/GCC Clause Ref., if any	DATA
		<p><u>ANNEXURES TO BE ENCLOSED WITH SCC</u></p> <p>ANNEXURE-I: Debarment Policy of NTPC</p> <p>Annexure-II: The Panel of Experts for appointment as Independent Engineer</p> <p>Annexure-III: The Panel of Conciliation Committees of Independent Experts (CCIE)</p>
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Annexure -I to SCC

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 Deleted

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 Deleted

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.

Annexure-II to Special Conditions of Contract

No. 15-18/1/2020-HYDEL-II(MoP)-Part(1)

Government of India

Ministry of Power

Shram Shakti Bhawan, Rafi Marg
New Delhi, 29th November, 2021**OFFICE MEMORANDUM**

Subject: "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE) in the Contracts of CPSEs under administrative control of Ministry of Power executing Hydro Power Projects – Panel of Experts.

Reference is invited to this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 regarding the Model Contract Provision for 'Dispute Avoidance Mechanism' through "Independent Engineer" in the Construction Contracts of CPSEs under administrative control of this Ministry executing Hydro Power Projects. Reference is also invited to this Ministry's O.M. No. 15-18/1/2020-H-II dated 05.10.2021, vide which the 'Expression of Interest' was invited from eligible candidate(s) for empanelment as 'Independent Engineer'.

2. In this connection, the undersigned is directed to convey that the Competent Authority has approved the following Panel of Experts as "Independent Engineer" :

S. No.	Name	Date of Birth	Post held immediately before retirement	Contact Details
1	Ravinder Kumar Sharma	10.02.1947	CMD, THDC India Limited	9810137215 rks98101@hotmail.com
2	Chander Mohan Walia	10.11.1949	Director (Electrical), HPPCL and Member (Technical), HPSEB	9418031231 cmwalia1949@gmail.com
3	Arun Kumar	22.12.1950	Member (Projects), HP State Electricity Board	9816600130 arunkumar@jayahydro.com

4	Dr. A.K. Lomas	18.09.1951	CMD, MECL and ED, NHPC Ltd.	9810212274 aklomas@gmail.com
5	Vinod Kumar Kapoor	21.07.1954	ED, NHPC; President/ Project Management Engineer for Hydropower Projects, Bhilwara Energy Ltd.	9599207052/ 9958466211 kapoorveekay@yahoo.co.in
6	Om Prakash	01.04.1957	Executive Director, NHPC Ltd.	8527724400 omprakash1957@gmail.com
7	Krishna Deo Sah	04.07.1957	Executive Director, NHPC Ltd.	9797793514 kdsah.2008@rediffmail.com
8	P.P.S. Mann	09.06.1957	Executive Director, THDC India Ltd. & Head of Project of Tehri Power Complex.	7351901352/ 7277630000 pps3mann@gmail.com
9	Rajesh Kumar Chaudhary	19.11.1957	Executive Director, NHPC Ltd.	9650088562 rajesh1957chaudhary@gmail.com
10	Ramesh Narain Misra	20.11.1957	CMD, SJVN Ltd.	9958111243 rnmisra1957@gmail.com
11	Janki Prasad	14.12.1957	Chief Engineer (HPM), Central Electricity Authority, New Delhi	9868555133 jpg57@rediffmail.com
12	Kanwar Singh	13.03.1959	Director (Civil), SJVN Ltd.	9810519883 kanwarsinghpc@yahoo.co.in ksnhpc@gmail.com
13	Rakesh	20.05.1960	Executive Director, NHPC Ltd.	8811072000 9810330826 rake_sh@hotmail.com
14	Anand Kumar Gupta	15.07.1960	Director (Commercial), NTPC Limited	9650992233 akgupta521@gmail.com

15	Rajesh Kumar Jaiswal	29.09.1960	Executive Director, NHPC Ltd.	8826006998 rajesh9285@gmail.com
16	Muhar Mani	14.12.1960	Executive Director (OMS, QA, Safety/Corporate Planning Monitoring & project Service), THDC, Rishikesh	9411106931 manimuhar@gmail.com
17	Kanwar Pal Singh	01.03.1961	Executive Director, Engineer in Charge of Tehri Pumped Storage Plant and Vishnugad Pipalkoti H.E. Project, THDC India Limited.	9412076324 kpstomar@rediffmail.com
18	Dhirendra Veer Singh	02.04.1961	CMD, THDC India Limited	9411103546 dvsingh01@yahoo.com
19	Suresh Chandra Pal	04.07.1961	Executive Director, NHPC Ltd.	7042711944 scpal02@yahoo.com

3. It is suggested that the Independent Engineer be chosen as per their background and relevant experience. All other terms and conditions shall be governed by this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 and O.M. No. 15-18/1/2020-H-II dated 05.10.2021, as amended from time to time.

This issues with the approval of the Competent Authority.

(R. P. Pradhan)
Director (Hydro-II)
Email: rp.pradhan@nic.in

In-Charge, NIC Cell – for publication on the website of Ministry of Power.

Copy to:

1. The Chairperson, Central Electricity Authority, New Delhi
2. The Chairperson, Central Water Commission, New Delhi
3. Member (Hydro), Central Electricity Authority, New Delhi
4. CMDs of all the CPSUs under Ministry of Power executing Hydro Power Projects.

Copy for information to:

1. O/o Hon'ble Minister of Power and New & Renewable Energy.
2. O/o Hon'ble Minister of State for Power.
3. Sr. PPS to Secretary (Power) / Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
4. All Joint Secretaries / equivalent level Officers of Ministry of Power
5. All Directors / Deputy Secretaries of Ministry of Power

F. No. 11/22/2021-Th.II
 Government of India
 (Bharat Sarkar)
 Ministry of Power
 (Vidyut Mantralay)

Shram Shakti Bhawan, Rafi Marg
 New Delhi, the 22nd March, 2022

OFFICE MEMORANDUM

Subject: Constitution of Conciliation Committee of Independent Experts for resolution of contractual disputes in respect of the projects implemented by CPSUs / Statutory Bodies under administrative control of Ministry of Power – regarding.

With the approval of Hon'ble Minister of Power and New & Renewable Energy, Ministry of Power, vide OM of even number dated 29.12.2021 (**Annex-I**), introduced a conciliation mechanism for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects. For this purpose, it was decided to constitute three numbers of Conciliation Committees of Independent Experts (CCIEs).

2. Accordingly, a Notification of even number was issued on 07.01.2022 inviting Expression of Interest from the eligible candidates for empanelment as Independent Expert for constitution of the CCIEs. Consequently, with the approval of Hon'ble Minister of Power, a Search-cum-Selection Committee was also constituted for scrutiny of the EoIs as well as screening of the candidates.

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

CCIE	Members of CCIE
CCIE-1	Shri Anup Wadhawan, Ex-Secretary (Commerce), GoI
	*Shri Ravinder Kumar Sharma, Ex-MD, HBSEBL
	Shri Mrinal Kanti Bhattacharya, Ex-Executive Director, Indian Bank
CCIE-2	Ms. Rashmi Verma, Ex-Secretary (Tourism), GoI
	*Shri Dharendra Veer Singh, Ex-CMD, THDC (India) Ltd.
	Shri Naveen Bhushan Gupta, Ex-Director (Finance), PFC Ltd.
CCIE-3	Shri P. S. Kharola, Ex-Secretary (Civil Aviation), GoI
	*Shri Anil Kumar Jha, Ex-Director (Technical), NTPC Ltd.
	Shri Chinmaya Gangopadhyaya, Ex-Director (Projects), PFC Ltd.

4. The aforementioned CCIEs shall function as per the Standard Operating Procedure enumerated in this Ministry's Office Memorandum of even number dated 29.12.2021. Moreover, the tenure, remuneration and other terms and conditions of the engagement of above Members of CCIEs shall also be governed by the aforesaid OM.

This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.

Encl: as above.

Vikrant S. Dhillon

(Vikrant S. Dhillon)
 Deputy Director

Email: hydro2-mop@gov.in

***Second member in the CCIE(s) shall stand substituted by coal-mining expert Member (presently, Shri Tapas Kumar Nag, Ex-CMD, NCL), as notified by Ministry of Power from time to time, in case of disputes relating to captive coal mines**

To

1. Chairperson, CEA
2. CMDs – PGCIL, REC, PFC, NTPC, NHPC, SJVN, THDC, NEEPCO, POSOCO
3. Chairman - BBMB, DVC
4. Director General – BEE, NPTI, CPRI

Copy to:

1. PS to Hon'ble Minister of Power & NRE
2. APS to Hon'ble MoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
5. All Joint Secretaries of Ministry of Power
6. All Directors / Deputy Secretaries of Ministry of Power.
7. Members of the CCIEs

Copy also to:

In-charge, NIC Cell, MoP with request to publish the OM on the website of Ministry of Power.

(Vikrant S. Dhillon)
Deputy Director

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH INDEPENDENT ENGINEER

To : [Employer's Name and Address]

Dear Sirs,

1.0 We, M/s ... (Name of the Contractor) have been awarded the contract for ... (Name of the package) vide Notification (s) of Award No..... dated.....

2.0 As per the provisions of the contract, we hereby propose the following Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for appointment of one of them as 'Independent Engineer' for the Contract:

- 1.....
2.....
3.....
.....

3.0 We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last three years.

4.0 We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the tenure of Independent Engineer, the same will be duly reported to you.

5.0 We understand that the mechanism of Resolution of Dispute through Independent Engineer may be put in abeyance, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date : Signature

Place : Printed Name

(Designation)

(Common Seal)

**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH
CONCILIATION COMMITTEES OF INDEPENDENT EXPERTS (CCIE)**

To :
[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No..... dated.....
- 2.0** As per the provisions of the contract, we hereby propose the following CCIEs, in priority order, as per the list enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for finalization of CCIE by CEA:

1.....
2.....
3.....
- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last five years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the conciliation proceedings by CCIE, the same will be duly reported to you.
- 5.0** We understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date : Signature

Place : Printed Name

(Designation)

(Common Seal)

UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST WITH EMPLOYER/CONTRACTOR

To :
[Employer's Name and Address]*

Dear Sirs,

- 1.0 I,*(Name of the selected CCIE member), understand that conflict of interest refers to situations in which financial or other personal considerations may compromise my recommendations in relating to resolution of disputes between NTPC Limited and M/s*(Name of the Contractor).
- 2.0 I confirm that I do not have any conflict of interest with NTPC Limited and M/s*(Name of the Contractor) and I have not been engaged for providing any services to them in the last five years.
- 3.0 I confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during my tenure as CCIE member, the same will be duly reported to NTPC/CEA/Ministry of Power.
- 4.0 I understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with me is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power.

Date : Signature

Place : Name

*to be filled by DRC.

NTPC LIMITED
(A Government of India Enterprise)



UNIFIED SHARED SERVICES CENTER
(CONTRACTS AND MATERIALS DEPARTMENT)

CPG-3

CONTRACTS SECTION

SECTION – VII

FORMS AND PROCEDURES

TABLE OF FORMS AND PROCEDURES

Sl. No.	Description
1.	Bid Forms Attachment 1: Bid Security Attachment 2: Authority to Sign the Bid * Attachment 3: Bidders Qualification Documents Attachment 4: Sub-contractor proposed by Bidder Attachment 5: Equipment/Machinery Deployment Schedule Attachment 6: General Declaration Attachment 7: Electronic Fund Transfer (EFT) Form Attachment 8: Details alongwith Copy of PF and ESI registration, PAN and GST number Attachment 9: Declaration Regarding GST Attachment 10 : Technical details & data sheets, drawings, compliance to scope of work etc. Attachment 11: Declaration of local content
2.	Proforma for Bank Guarantee for Earnest Money Deposit
3.	List of banks from which bank guarantees for Bid Security / EMD can be accepted
4.	Bank Guarantee verification checklist for Bid Security
5.	Form of Bank Guarantee for Contract Performance Guarantee
6.	Proforma for extension of Bank Guarantee
7.	Proforma Bank Guarantee for Lumpsum Advance
8.	List of banks from which bank guarantees for Advance/Security Deposit and Bank Guarantee to be furnished by Associate can be accepted
9.	Form of Bank Guarantee for removal of plant and equipment from the Site
10.	Form of Hypothecation Deed
11.	Proforma of "Contract Agreement"

12. Proforma of "Indemnity Bond" for "Employer Issue Materials"
13. Letter of Undertaking to be given by Contractor while furnishing the "Indemnity Bond" to Employer for "Employer Issue Materials"
14. Letter Of Confirmation By The Proposed Sub-Contractor
15. Proforma for Material Accounting & Reconciliation
16. Letter of Confirmation by the Proposed sub-contractor –NOT APPLICABLE
17. Material Accounting & Reconciliation
18. Integrity Pact
19. Forms of Contract Closing Certificates
20. FORM OF INSURANCE SURETY BOND TOWARDS BID SECURITY
21. Form of Insurance Surety Bond towards Performance Security
22. Format of Certificate from BG Issuing Bank for the reimbursement of BG Charges for the extended period for delays not attributable to contractor

* No specified format

1. BID FORMS

BID FORM 1 (EMD/BID SECURITY FORM)

BID FORM

Date :

Name of Contract Package:

To
AGM (Contracts), NTPC Ltd.,
Unified Shared Services Center - CPG-3, Simhadri Super Thermal Power Station,
PO: Deepanjali Nagar, Dist.: Anakapalli, Andhra Pradesh - 531 020

Dear Sir,

- 1.0 Having examined the Bidding Documents including subsequent amendments and clarifications, the receipt of which is hereby acknowledged, we the undersigned, submit our bid for the Works under the above-named Contract Package, in full conformity with the said Bidding Documents.
- 2.0 We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required
- 3.0 We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- 4.0 We declare that the work will be executed strictly in accordance with the requirement.
- 5.0 Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Proposal' by NTPC.
- 6.0 We hereby furnish our 'EMD/ Bid Security Form' comprising the following as per prescribed formats
 - (a) Attachment 1: Bid Security Declaration : NOT APPLICABLE
 - (b) Attachment 2: Authority to Sign the bid has been furnished in accordance with the ITB Clause No.11.3.1(b).
 - (c) Attachment 3: NOT APPLICABLE
 - (d) Attachment 4: NOT APPLICABLE.
 - (e) Attachment 5: The deployment schedule of the equipment/ machinery/ lab equipment we propose to deploy for the Work under this Bid.
 - (f) Attachment 6: Declaration regarding our careful examination of all the Bidding Documents and visit to the Site for the purposes of this bid, as per your format.
 - (g) Attachment 7: Authorization Form for release of payments through Electronic Fund Transfer System.
 - (h) Attachment 8: Details of PF, ESI, PAN and GST Registration.
 - (i) Attachment 9: Declaration regarding GST.
 - (j) Attachment 10: Technical Compliance.
 - (k) Attachment 11: Declaration of Local Content –NOT APPLICABLE
 - (l) Integrity Pact, if applicable.
 - (m) Deed of Joint Undertaking, if applicable.

(n) Deed of Joint Venture, if applicable.

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

- 8.1 We are aware that the Bill of Quantity (BOQ) does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount/prices. We agree that the entered rates and amount/prices shall be deemed to include the full scope as aforesaid, including overheads and profit.
- 8.2 We declare that as specified in the GCC, prices quoted by us in the Schedule of Quantities shall be subject to adjustment in accordance with SCC Clause entitled 'Price Adjustment'.
- 8.3 We understand that in the *MS Excel BOQ*, where there are differences between the rates given by the contractor in words and figures or in the amount worked out by us in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with provisions at ITB clause 23.2.
- 8.4 We declare that prices left blank in the *MS Excel BOQ* will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.
- 8.5 We confirm that our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor and those imposed on our equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.
- 9.0 We have read the provisions of bidding documents and confirm we have not taken any deviation to the provisions of the bidding documents. We confirm that any deviation/ variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno-Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.
- 10.0 We hereby agree that we shall furnish all necessary justification to establish the reasonableness of the rates/prices, if required by you.
- 11.0 We undertake, if our bid is accepted, to commence work under the subject package immediately on issue of your Letter of Award/ Service Purchase Order and to complete it within the time specified in the SCC.
- 12.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 13.0 We confirm that we fulfil the requirements of Local content for Class-I local supplier.

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

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

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment. (Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores)

We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)."(In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.)

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

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

Thanking you, we remain,

Yours faithfully,

Date : (Signature).....

Place : (Name).....

(Designation).....

(Common Seal).....

Business Address :

Fax No. :

Phone No. :

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

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

BID SECURITY DECLARATION

**BIDDER TO FURNISH BID SECURITY DECLARATION IN LINE WITH
ITB CLAUSE 14.0 AND NIT/TENDER ENQUIRY (NOT APPLICABLE)**

DOCUMENTS RELATED TO AUTHORITY TO SIGN THE BID

IN ACCORDANCE WITH ITB SUB-CLAUSE 11.3.1(b)

NOT APPLICABLE

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

ATTACHMENT - 4

(SUB-CONTRACTORS)- NOT APPLICABLE

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

ATTACHMENT 5

EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE

Bidder's Name & Address
M/s

To,
AGM (Contracts), NTPC Ltd.,
USSC - CPG-3, Simhadri Super Thermal Power Station,
PO: Deepanjali Nagar,
Dist.: Anakapalli
Andhra Pradesh - 531 020

Dear Sirs,

Details of Equipment/ Machinery Deployment Schedule for the subject Package:

Sl. No.	Equipment Type / Capacity	Min. Nos required as indicated in Technical Specification	No. proposed to be deployed	No. already available for immediate deployment	Period by which balance eqpt. will be deployed	Place From where Balance eqpt. will be brought	Number intended to be purchased	Period by which New T&P can be deployed	Quantum of work that can be achieved during peak period/ shift
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1									
2									
3									
4									

Note: Further information for equipment (if any)

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

Date:

Signature.....

Place:

Printed Name of Authorized person

having Power of attorney.....

Designation.....

Company Seal.....

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

ATTACHMENT - 6

(GENERAL DECLARATION BY BIDDER)

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

To,
AGM (Contracts), NTPC Ltd.,
Unified Shared Services Centre - CPG-3, Simhadri Super Thermal Power Station,
PO: Deepanjali Nagar, Dist.: Anakapalli, Andhra Pradesh - 531 020

Dear Sirs,

We hereby confirm that :

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

Date:

Place:

Signature.....

Name of Authorised person

having Power

of attorney

Designation.....

Common Seal.....

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the Bank particulars mentioned above are correct.

Date: Signature of Authorized Signatory

Place: **Authorization No. :**

Name

Official Stamp.....

Note: Invariably a cancelled cheque duly signed and a self attested copy of PAN should also be enclosed, otherwise the process of payment may get delayed.

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

ATTACHMENT - 8

**DETAILS OF PF, ESI, PAN and GST REGN.
(To be uploaded in Pre-Qual/Technical Cover/Envelope)**

To,
AGM (Contracts), NTPC Ltd.,
Unified Shared Services Center - CPG-3, Simhadri Super Thermal Power Station,
PO: Deepanjali Nagar, Dist.: Anakapalli, Andhra Pradesh - 531 020

Dear Sir,

The details of our registration are as under:

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

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

PF Number	
------------------	--

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

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

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

ESI Registration Number	
--------------------------------	--

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

(c) PAN number

Our PAN number is as under:

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

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

(d) GSTIN, if applicable:

Our **GSTIN** is

GSTIN (location	
GSTIN (location	
GSTIN (location	

Note : Copy of registration to be enclosed.

Date : (Signature).....
Place : (Name)
(Designation).....
(Company Seal)

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

ATTACHMENT - 9

DECLARATION REGARDING GST

Bidder's Name and Address:

To
AGM (Contracts), NTPC Ltd.,
Unified Shared Services Center - CPG-3, Simhadri
Super Thermal Power Station,
PO: Deepanjali Nagar, Dist.: Anakapalli, Andhra
Pradesh - 531 020

Declaration regarding GST

A. GST Rate on Free Issue Material as per GST act.

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

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

B. GST applicable under RCM

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

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

Date.....

Signature

Place.....

Name.....

Designation.....

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

Company Seal.....
ATTACHMENT-11

Declaration on Local Content- NOT APPLICABLE

**2. PROFORMA FOR BANK GUARANTEE
FOR BID SECURITY**

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

FORM OF BANK GUARANTEE TOWARDS BID SECURITY

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

Bank Guarantee No.....

Date.....

To :

[Employer's Name and Address]

Dear Sirs,

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

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

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

If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....*[Bidder's Name]*..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

Authorized Vide Power of AttorneyNo.....
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. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

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

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

PAGE 1 OF 2

THE BANKS FROM WHICH BANK GUARANTEES FOR BID SECURITY EMD CAN BE ACCEPTED

UPDATED SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

- 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**

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

- 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**

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

**4. BANK GUARANTEE/INSURANCE SECURITY BOND VERIFICATION CHECKLIST
FOR BID SECURITY**

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

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

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

9	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?
10	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

5. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(BG to be stamped in accordance Stamp Act.)

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

To

NTPC Ltd.

.....
.....
.....

In consideration of the NTPC Ltd. having its registered office at NTPC Bhawan, SOCPE Complex 7, Institutional Area, Lodi Road, New Delhi (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No. Dated Issued by NTPC, which has been unequivocally/accepted by the Contractor M/s.....(*).....work of(hereinafter called the said Contract) to accept a Deed of guarantee as herein provided for Rs..... (Rupeesonly) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said Contract. We, the Bank (hereinafter referred to as "the said bank" and having our registered office at do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs..... (Rupeesonly) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

We Bank, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability period as provided in the said Contract, i.e. ____(**)____(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

The Corporation shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contract or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or Securities available to Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

In presence of

WITNESS

For and on behalf of (the Bank)

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No. _____

Date and Place _____

Bank's Seal _____

Notes :

*** FOR PROPRIETARY CONCERNS**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ hereinafter called "the said contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PARTNERSHIP CONCERNS**

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/O _____ (ii) Shri _____ S/O _____ etc.

*** FOR COMPANIES**

M/s _____ a company registered under the companies Act, 1956 and having its registered office in the State of _____ (hereinafter called "the said contractor " which expression shall unless the context requires otherwise include its administrators, successors and assigns).

GENERAL :

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

1. (**) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of the Bidder/Bank issuing the guarantee.
4. BG shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

6. PROFORMA FOR EXTENSION OF BANK GUARANTEE

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

Page 1 of 1

**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

Dated :

Seal of Bank

@ The extension of the Bank Guarantee should be forwarded to the Unit/ Project/ Corporate Centre, from where the extension has been sought.

Note: BG extension shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher

**NTPC UNIFIED SHARED SERVICES CENTER CPG-3, SIMHADRI
BIDDING DOCUMENT NO.**

7. PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

PROFORMA BANK GUARANTEE FOR LUMP SUM ADVANCE

To,

NTPC Limited

.....
.....
.....
.....

In consideration of the NTPC Limited, _____ having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110 033 (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. 01/CC/ /AL dated _____ issued by the Employer which have been unequivocally accepted by _____* _____ in connection with the work of " _____ " Specification No. CC _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Employer. We, _____ Bank incorporated under _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Employer of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Employer, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ only), any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in full the said sum of Rs. _____/- (Rupees _____ only) with interest as aforesaid.

2. We, _____ Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full and the decision of the Employer that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Employer shall be final and binding on us.

*Refer Note at the end of Proforma.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____(date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Employer shall have the fullest liberty without effecting any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercise able by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor on of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20 _____

In presence of

For and on behalf of (the Bank)

WITNESS

Signature _____

1. _____

Name _____

2. _____

Designation _____

Authorisation No. _____

Seal of the Bank _____

The above guarantee is accepted by the Employer.

For an On behalf of the NTPC Limited
(_____ Super Thermal Power Project)

NOTES :

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

*M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/o _____ (ii) Shri _____ S/o _____ etc.

*** For Companies**

*M/s _____ a company under the Companies Act, 1956 and having its registered office _____ in the State of _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

1 Bidder to fill up the check list as per the proforma enclosed for submitting the Bank Guarantees.

2 BG shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.

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

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

SUBMISSION OF BANK GUARANTEE

UPDATED SCHEDULED COMMERCIAL BANK LIST

- A STATE BANK OF INDIA**
- B NATIONALISED BANKS**
- 1 Bank of Baroda
 - 2 Bank of India
 - 3 Bank of Maharashtra
 - 4 Canara Bank
 - 5 Central Bank of India
 - 6 Indian Overseas Bank
 - 7 Indian Bank
 - 8 Punjab National Bank
 - 9 Union Bank of India
 - 10 Punjab & Sind Bank
 - 11 UCO Bank
- C SCHEDULED PRIVATE BANKS (INDIAN BANKS)**
- 1 Axis Bank Ltd
 - 2 Bandhan Bank Limited
 - 3 CSB Bank
 - 4 City Union Bank
 - 5 DCB Bank Ltd
 - 6 Dhanlaxmi Bank Ltd
 - 7 Federal Bank Ltd
 - 8 HDFC Bank Ltd
 - 9 ICICI Bank Ltd
 - 10 IndusInd Bank Ltd
 - 11 IDFC FIRST Bank Limited
 - 12 Jammu & Kashmir Bank Ltd
 - 13 Karnataka Bank Ltd
 - 14 Karur Vysya Bank Ltd
 - 15 Kotak Mahindra Bank
 - 16 Lakshmi Vilas Bank Ltd
 - 17 Nainital Bank Ltd
 - 18 RBL Bank Limited
 - 19 South Indian Bank Ltd
 - 20 Tamilnad Mercantile Bank Ltd
 - 21 Yes Bank Ltd
 - 22 IDBI Bank Ltd.
- D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**
- 1 AB Bank Ltd
 - 2 Abu Dhabi Commercial Bank PJSC
 - 3 American Express Banking Corporation
 - 4 Australia & Newzealand Banking Group Limited
 - 5 Barclays Bank Plc

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

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

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

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

To,

NTPC Limited,

.....
.....
.....
.....

In consideration of the NTP.C. Ltd., (.....T.P.P.) (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract. No..... dated.....made between* and the Employer in connection with(hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Employer as security against a loan of Rs..... with interest as provided in the Contract granted to the Contractor by the Employer from the site to any other works of the Contractor on his furnishing an acceptable Bank guarantee, we the..... Bank. (hereinafter referred to as "the said Bank") and having our registered office at..... do hereby undertake and that upon the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Employer on demand and without demur to the extent of Rs (Rupees..... only)(to be specified by the Employer at the appropriate time).

We.....Bank further agree that the Employer shall be the sole judge of and as to whether the and the decision of the Employer that the said Contractor has so failed shall be final and binding on us.

We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Employer certifies that the said plant and equipment have been brought back to the site or the said loan of Rs. with interest has been repaid to the Employer in full, and accordingly discharges this Guarantee or till (to be specified by the Employer prior to the issue of this guarantee), whichever is later

It shall not be necessary for the Employer to proceed against the Contractor before making a demand on the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Employer may have obtained from the Contractor and in force at the time of making such demand on the Bank.

* Refer Note at the end of proforma.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer, in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of20.....

For and on behalf of the Bank.....
Common Seal of the Bank

Signature.....
Name.....

In presence of Designation.....

Authorisation No.

Witness :

- 1.
- 2.

The above Guarantee is accepted by
NTPC Limited,
(..... Super Thermal Power Project)

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

Date
(Name and Designation)

NOTE :

*** For Proprietary Concerns**

Shri.....son ofresident of
carrying on business under the name and style of at..... (hereinafter
called. "the said Contractor" which expression shall unless the context requires otherwise include his heirs,
executors administrators and legal representatives).

*** For Partnership Concerns**

M/s.....a partnership firm with its office at.....
(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include
their respective heirs executors, administrators and legal representatives); the name of partners being (i)
Shri..... S/o

(ii) Shri..... S/o etc.

*** For Companies**

M/sa company registered under the Companies Act, 1956 and having its registered office at.....in the State of (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

1 Bidder to fill up the check list as per the proforma enclosed for submitting the Bank Guarantees.

2 BG shall be on non judicial stamp paper of appropriate value as per stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.

10. FORM OF HYPOTHECATION DEED

**FORM OF HYPOTHECATION DEED
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

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

Dear Sir,

In consideration of[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for[Name of Contract](hereinafter called the .Contract.) and the Employer having agreed to make an interest bearing advance (said 'Advance') of Rs. _____ (Rupees _____ only) to the Contractor for plant and equipment described in the Schedule hereto specifically acquired by the Contractor for the Works and brought to Site against hypothecation of the said plant and equipment in the name of the Employer.

The Contractor hereby declares that he has paid in full the purchase price of each and every one of the Plant & Equipment described in the Schedule hereto and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred by him and the same is free from encumbrances.

The Contractor hereby hypothecates, assigns and transfers to the Employer, the plant and equipment described in the Schedule hereto in favour of the Employer as security for the due repayment of the said advance with interest thereof.

The Contractor hereby agrees that he shall repay to the Employer the said advance of Rs. _____ (Rupees _____ only) together with interest thereon as aforesaid and agrees that the said advance be recovered by the Employer by making deductions in the manner provided in Clause of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Employer for on account payment.'

The Contractor further agrees that so long as any amount remains payable to the Employer by the Contractor in respect of the said advance of Rs. _____ only, he shall not sell, pledge, hypothecate, transfer, part with the Plant and Equipment described in the Schedule hereto.

The Contractor also agrees that if the said advance of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above by the said _____ day of _____ due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property what-so-ever belonging to the Contractor has been sold or attached for a period of not less than twenty-one (21) days in execution of the decree of any court for payment of money, the whole of the said advance of Rs. _____ or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable. The Contractor also agrees that the Employer may on the happening of any of the aforesaid events or in the event of the said advance or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove and same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said advance and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Employer hereunder and shall pay over the surplus, if any, to the Contractor.

The Contractor also agrees that he shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Employer with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security, the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-Charge and the Contractor shall assign all his rights, title and interest in the policy to the Employer.

The Contractor also agrees that the he shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.

In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risks, the Contractor agrees that he shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Employer towards the payment of the said advance of Rs. _____

Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Employer under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of Plant and Equipment	Nos.	Purchase price/ price considered reasonable by Engineer-in-Charge	Total Price	Advance (75% of Col.5)
1	2	3	4	5	6

Dated this day of 20..... at

WITNESS

.....
(Signature)

(Signature)

.....
(Name)

(Name)

.....
(Official Address)

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

NOTE :

*** For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

M/s. _____ a partnership firm having its registered office at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include and their respective heirs, executors, administrators and legal representatives) the partners of the firm being (i) Shri _____ s/o _____ (ii) and Shri _____ s/o _____ etc

*** For Companies**

M/s _____ a company under the Companies Act, 1956, and having its registered office at _____ in the State of _____ (hereinafter called "The said Contractor" which expression shall unless the context requires otherwise include its successors and assigns).

11. PROFORMA OF "CONTRACT AGREEMENT"

FORM-7 : PROFORMA FOR CONTRACT AGREEMENT
(On Non-Judicial Stamp Paper of appropriate value)

This Contract Agreement made this day of Two Thousand

.....
between N T P C LIMITED a company incorporated under the companies Act, 1956, having its registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institution Area, Lodi Road, New Delhi – 110 003 (hereinafter referred to as “Owner” or “NTPC” Which expression shall include its administrators, successors, executors and assigns of the one Part and **

** FOR PROPRIETARY CONCERNS

Shri S/o. resident of carrying on business under name and style of at (hereinafter called the said contractor which expression shall unless the contract requires otherwise include his heirs executors administrators and legal representatives).

**FOR COMPANIES

M/s a company registered under the companies Act 1956 and having Its Registered office at in the state of (hereinafter called the said contractor which expression shall unless the contract requires otherwise include its administrators, successors and assignees).

** FOR PARTNERSHIP CONCERN

M/s a partnership firm with its Registered Office at represented by Managing partner Shri..... S/o (hereinafter called the said contractor which expression shall under the context requires otherwise include their heirs, executors, administrators and legal representatives) the names of their partners being.

1. Shri S/o
2. Shri S/o

etc.

WHEREAS NTPC Limited, USSC - CPG-3, Simhadri Super Thermal Power Station, Anakapalli- 531 020 (hereinafter called “NTPC” or “Employer” or “Owner” or “Station”) has invited bids for the work of as per its Bid Specification No.

AND WHEREAS the Contractor had participated in the above referred bidding vide proposal No..... Dt. including its amendments, if any and NTPC LIMITED after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No., Dt. and the documents referred to therein, which have been unequivocally accepted by the Contractors resulting into a concluding “Contract” hereinafter called the “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 AWARD OF CONTRACT

The Owner has already awarded the CONTRACT to the Contractor for the work of “.....

....."

on the terms and conditions contained in its Letter of Award No. dated, the documents referred to therein and under these presents. The contract has taken effect from Dt: i.e. 15 days after the date of issue of the brief letter of award / aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 **CONTRACT:**

The Contract shall be performed strictly as per the terms and conditions stipulated, hereinafter, in the Contract Documents and in the Letter of Award (hereinafter collectively referred to as Contract)

2.1 **Contract Documents Shall Mean: -**

A NTPC Notice Inviting Tender Ref No: dated and Tender Documents in respect of Specification issued vide **Letter No.** dt. consisting of:

- i) General Conditions of Contract for O&M Works including all amendments
- ii) Special Conditions of Contract
- iii) Technical Specifications and Drawings including amendments
- iv) Schedule of Quantities

B Contractor's Proposal including its amendments if any received and opened on-----

C Agreed Minutes of Meeting held on ----- between NTPC and the Contractor.

2.2 **LETTER OF AWARD:**

The Letter of Award shall mean the Owners letter No..... Dt together with its amendments if any.

All the aforesaid Contract Documents and Letter of Award above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents in Para 2.1 and 2.2 above and what has been specifically agreed to by the Owner and brought out in its Letter of Award and subsequent amendment if any. Any matter in the Contractor's Proposal referred to in Sub-Clause B of Para 2.1 above inconsistent it therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the Owner in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to NTPC. For the sake of brevity, this Contract Agreement along with its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

3.0 **CONDITIONS & CONVENANTS:**

3.1 The Scope of Work under the Contract shall include as per the Scope of Work contained in Bid Documents.

3.2 The Scope of Work under the Contract as specified above, consideration, Terms of Payment, Loans and

Advances, Price Variation, Security Deposit, Taxes wherever applicable, insurance, agreed Time Schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.

- 3.3 The Scope of Work shall also include all such items which are not specifically mentioned in the contract, but which are necessary for the satisfactory completion of the entire Scope of Works envisaged under the Contract unless otherwise specifically excluded from the Scope in the Contract.
- 3.4 The Progress of work shall conform to the agreed work schedule.
- 3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supercede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorised representatives of both the Parties.
- 3.6 Time is the essence of the Contract and it shall be strictly adhered to.
- 3.7 It is expressly understood and agreed by and between the contractor and the owner that the owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Govt. of India is not a party to this Agreement. Owner is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principals of Contract Law. The Contractor expressly agrees, acknowledges and understands that the owner is not an agent representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims, on counter claims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.
- 4.0 The Total Contract Price for the entire Scope of this Contract as detailed in the Service Purchase Order is.....)
- 5.0 The Terms of Payment is governed by relevant clauses of SPO / SCC / GCC as applicable.

6.0 **NO WAIVER OF RIGHTS:**

- 6.1 Neither the inspection by the owner of the Engineer-in-Charge or any of the officials, employees or agents nor any order by the owner or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the Engineer-in-Charge not any extension of time nor any possession taken by the Engineer-in-Charge shall operate as Waiver of any provisions of the Contract, or of any power herein reserved to the owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waives of any other or subsequent breach.

7.0 **SETTLEMENT OF DISPUTES:**

- 7.1 It is specifically agreed by and between the parties that all the difference or disputes arising out of the contract or touching the subject matter of the Contract shall be decided by process of Settlement & Arbitration as specified in Clause 8 of the General Conditions of the Contract as amended and the Provisions of the Arbitration Act. 1940 and conciliation Act. 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply and courts in New Delhi alone shall have exclusive jurisdiction in all matters arising under this contract. The arbitrator shall give reasoned / speaking award.
- 7.2 Governing Laws: The Laws applicable to this Contract shall be the laws in force in India.

7.3 Notice of Default: Notice of default given by either party to the other party under the contract shall be in writing and shall be deemed to have duly and properly served upon the parties hereto if delivered against acknowledgement due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized Representatives have executed these presents (execution there-of has been approved by the competent authorities of both the parties) on the day Month and year first above mentioned at NTPC.

WITNESS

FOR AND ON BEHALF OF NTPC LIMITED.

1.

Signature
Name
Designation

2.

Signature	(Owner's signature)
Name	(Printed Name)
Designation	(Designation)
	(Company's Name)

FOR AND ON BEHALF OF M/s

1.

Signature
Name
Designation

2.

Signature	(Contractor's signature)
Name	(Printed Name)
Designation	(Designation)
	(Company's Stamp)

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

PROFORMA OF INDEMNITY BOND" FOR "EMPLOYER ISSUE MATERIALS"

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act. The stamp paper to be in the name of Executing Contracting Firm/ Company)

This bond of indemnity made this day of by [Contractor's Name]*, a company registered under the Companies Act, 1956/ Partnership firm/ Proprietary concern having with its Registered/ Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) in favour of[Employer's Name]..... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns)

WHEREAS [Employer's Name]..... has awarded to the Contractor, a Contract by issue of Employer's Letter of Award No. dated and in terms of the said Contract, the Employer has agreed to issue from time to time to the Contractor according to the requirements for incorporation in the Works under the said Contract, the 'Employer Issue Materials' viz. 'Cement' and/or 'Reinforcement Steel' and/or 'Structural steel' and/or '**' (hereinafter called 'Employer Issue Materials') necessarily required for performance of the aforesaid Contract.

AND WHEREAS one of the conditions for the issue of the 'Employer Issue Materials' is that the Contractor shall furnish an Indemnity Bond in favour of the Employer covering the full value for the total quantities of 'Employer Issue Materials' which shall remain in the safe custody of the Contractor during the execution of the Contract.

NOW THIS Indemnity Bond witnessh as follows:

- 1.0 THAT in consideration of the various Employer Issue Materials as aforesaid issued/ to be issued free of cost by Employer to the Contractor from time to time as per requirements for the purpose of the performance of the said Contract valued at Rs., the Contractor hereby undertakes to indemnify and keep Employer indemnified, for the full Value of the said Employer Issue Materials. The Contractor hereby acknowledges the receipt of the said Employer Issue Materials as per details given in Schedule attached hereto. Further the Contractor agrees to acknowledge the receipt of the subsequent Employer Issue Materials as will be issued by Employer in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral part of this Bond.

- 2.0 That in terms of the said Contract, the maximum quantity of "Employer Issue Materials" at any point of time during the currency of the Contract shall not exceed the quantity as is identified herein below in column 'd' and its value for the purpose of Indemnity Bond as per clause of are as given below :

Sl. No.	Name of Items of Employer Issue Materials	Total	Max. Qty. in Contract	Rate Qty. at any point of time	Total amount @ Rs.	(Rs. in Millions) for total Qty. in the Contract
a.	b.		c.	d.	e.	f. (c x e)
1.						
2.						
3.						
$\Sigma f =$ Total Value of this I.B. = Total Value in Rs..... Millions						

3.0 Notwithstanding the above maximum quantity (Column 'd' above) of 'Employer Issue Materials' that remain in the custody of the Contractor at any point of time, the actual issuance of materials with the aforesaid total limit shall be governed by the actual programme of execution of work as may be agreed to between the Contractor and the Employer from time to time. The issuance of lesser quantities and/or the availability of balance unused quantity at site of 'Employer Issue Materials' shall not in any way dilute the obligation of the Contractor under this Indemnity Bond except that its value in such case will stand reduced to the value of such materials actually with the Contractor computed at the same unit rate as mentioned in para 2.0 above.

4.0 That the value of Indemnity Bond as brought out in para 2.0 and 3.0 above are linked with the following unit rate of these materials.

a)@ Rs. + 25%.

b)@ Rs. + 25%.

4.1 In the event of any upward revision of the aforesaid rate by the concerned authorities, the value of the Indemnity Bond shall be enhanced proportionately by executing fresh bond.

5.0 That the Contractor undertakes to keep these 'Employer Issue Materials' at the Employer's project site at a place duly notified by the Engineer-in-Charge and shall not take out these materials or allow the same to be taken out of the project site under any circumstances whatsoever.

6.0 That Contractor shall remain absolutely responsible for the safe custody and protection of the said 'Employer Issue Materials' against all risks whatsoever till these are duly incorporated in the Works as per terms of the contract and non utilised materials will be promptly returned to Employer in accordance with said Contract and as such the Contractor do hereby undertakes to indemnify and shall keep Employer indemnified against any loss or damage or conversion that may be caused or done to the said 'Employer Issue Materials' while in the Contractor's possession/custody. These materials shall however, at all times, be available for inspection by the Engineer-in-Charge from time to time.

Page 3 of 4

7.0 Further, Employer shall have the absolute right at all times to take possession of the 'Employer Issue Materials' in whatever form the Employer Issue Materials may be, if in its opinion, the 'Employer Issue Materials' are likely to be

endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of Employer to promptly return the 'Employer Issue Materials' without any demur or reservation, protest or contest.

- 8.0 That the Contractor shall keep the 'Employer Issue Materials' as a 'Trustee' on the Employer's behalf and the ownership of these materials shall always vest in Employer.
- 9.0 That the 'Employer Issue Materials' shall exclusively be used by the Contractor for performing the Works under the Contract and for no other work or purpose whatsoever, otherwise it will be treated as criminal breach of trust. Should however, at any time, any loss/damage occur to the 'Employer Issue Materials' in part or in full or the same or any part thereof is misused or converted or used for any other purposes other than the contractual purpose by the Contractor or the surplus unused materials and the wastage/scrap are not returned to Employer in terms of the Contract, then Employer shall be entitled to recover from the Contractor, the compensation at the specified rates under the Contract for and in respect of such misuse, loss, damage, or conversion or any other unauthorised use not intended under the Contract, without prejudice to any other remedies which may be available to Employer including deduction from any payment/dues to or any sum which at any time hereinafter may become due to the Contractor under the Contract.
- 10.0 In the event of any misuse, loss or damage as aforesaid, the assessment for such misuse, loss or damage and the assessment of the compensation thereof would be made by Employer or its authorised representatives and the said assessment shall be final and binding on the Contractor.
- 11.0 This Indemnity Bond shall be valid till six (6) calendar months after the scheduled date of completion of work under the Contract and shall be extended from time to time till the entire work under the Contract is successfully completed or earlier upon determination of contract and all the surplus/wastage/ scrap materials are fully returned and the account for 'Employer Issue Materials' is finally settled between the Contractor and Employer, whichever event is later.
- 12.0 It is clearly understood and agreed to by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall Inter-alia constitute a criminal breach of trust on the part of the Contractor and he shall be liable for all legal/penal consequences thereof.
- 13.0 Now the condition of this Bond is that the Contractor shall duly and punctually comply with all the terms and conditions of this bond to the satisfaction of Employer, then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.
- 14.0 That this bond shall not be irrevocable during its validity period and the Contractor shall not revoke this bond till it is discharged by Employer in writing.

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name of Contractor)
..... (Official Address)	Name of the Authorised person having Power of Attorney..... Designation..... Seal.....

Notes :

*** FOR PROPRIETARY CONCERNS**

Shri son of resident of carrying on business under the name and style of at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** FOR PARTNERSHIP CONCERNS**

M/s. a partnership firm with its office at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being (i) Sh. son of Sh.
(ii) Sh..... son of Sh.

*** FOR COMPANIES**

M/s. a Company registered under the Companies Act, 1956 and having its registered office at in the State of and its head office at..... (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)

** Specify as applicable.

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

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

To : The Engineer-in-Charge
(_____ project)

_____(State)

From : M/s. _____
(Contractor)
(_____Project)
Name of Contract _____

Dear Sir,

Sub : Undertaking to be Submitted alongwith INDEMNITY BOND for "EMPLOYER ISSUE MATERIALS" under Contract No. _____ dated _____ .

1.0 This is to inform you that as per Clause No. _____ of SCC forming integral part of the Contract No. _____ dated _____ relating to "Employer Issue Materials", we have to submit to you an irrevocable and unconditional INDEMNITY BOND equivalent to the total value of "Employer Issue Materials" required for incorporation in the Works of "_____" awarded to us vide your LOA No. _____ dated _____.

2.0 The amount of the aforesaid INDEMNITY BOND is dependent upon maximum quantity of Employer Issue Materials that will remain with us at any point of time during the execution of the Contract and is based on the prevailing market value of Employer Issue Materials, as given below :

a. _____ : _____ plus 25%.

b. _____ : _____ plus 25%.

3.0 We agree that in the event of the aforesaid total quantity of "Employer Issue Materials" is to be increased during the execution of the contract for performance of the work or for the market value of the "Employer Issue Materials" increase for any reasons whatsoever, the amount of aforesaid INDEMNITY BOND shall be enhanced by us without any demur correspondingly, in accordance with the various provisions in clause _____ of the aforesaid conditions of Contract.

4.0 We further confirm and undertake to increase the value of the aforesaid INDEMNITY BOND in accordance with para 3.0 above within 30 days of the receipt of notice from Employer for enhancement of the value of the said Indemnity Bond failing which Employer shall have the absolute right to invoke the said Indemnity Bond which will be honoured by us without any demur, contest or protest. Further we undertake to extend the validity of the INDEMNITY BOND as required from time to time by Employer till the entire material is incorporated in the Works and the unutilised material including wastage, scrap etc. are returned to the Employer and the reconciliation of the total Employer Issue Materials is completed in all respects.

5.0 This undertaking is irrevocable and shall remain in force till the execution and performance of the entire contract and/or till it is discharged by Employer.

Thanking you,

Yours faithfully,

(Signature of Authorised Signatory.....)

Name & Designation.....

Name of Contractor.....

Name of the Work

Date :

Contract No.....

Place :

Date of Award.....

Seal of the Contractor.....

14. LETTER OF CONFIRMATION BY THE PROPOSED SUB-CONTRACTOR- NOT APPLICABLE

15. PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

PROFORMA FOR MATERIAL ACCOUNTING & RECONCILIATION

Name of Materials

Reconciliation

- 1. Name of the Contractor :
- 2. Name of the Project :
- 3. Name of the Work :
- 4. Contract No. & Date :
- 5. Location of the Contractor's
Stock/godown :
- 6. Total Estimated Requirement
in the Contract :
- 7. Value of the Material Security :
- 8. Indemnity Bond furnished towards
the value of Security towards other
Materials :
- 9. Value of security towards Materials
under this Performance :

Note : i. Full Separate a.
proforma for b.

ii. Same proforma to be used till it is filled by succeeding reconciliation.
Fresh Proforma for each reconciliation is prohibited.

Sl. No.	Date of Reconciliation till last	Cumulative Qty. issued incorporated in reconciliation	Cumulative Qty. incorporated in the Works as certified by the Engr.	Qty. returned	Qty. available of unaccounted in	Qty. C-(D+E+F) of unaccounted stock of contractor	Unaccounted recovery varies	Whether recovering (cumulative till date)	Outstanding	Remarks
---------	----------------------------------	---	---	---------------	----------------------------------	---	-----------------------------	---	-------------	---------

A	B	C	D	E	F	G	H	I	J
---	---	---	---	---	---	---	---	---	---

Note: 1. Reconciliation shall be done at minimum frequency of three (3) months.

(Signature of Engineer-in-Charge)

(Signature of Contractor's

Authorised Site Representative)

Name & Designation

Seal

18. INTEGRITY PACT

between

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

and

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

and

..... (hereinafter referred to as “ JV Partner / Consortium Members” (if applicable)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observed the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
 - c) The Employer will exclude from the process all known prejudiced persons.
2. If the employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/Contractor undertakes not to, directly or through any other person or firm offer, promise or

give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he / she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

- b) The Bidder/Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- d) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- e) The Bidder/Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3 Disqualification from Bidding and Exclusion from Future Contracts

- 1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or creditability as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminated the contract, if signed on that ground.
- 2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgression, the position of the transgressors within the company hierarchy of the bidder and the amount of damage. The exclusion will be imposed for a minimum of 3 years.
- 3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

1. If the Employer has disqualified the Bidder / Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit / Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct

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

Section 7 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section 8 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Kokrajhar.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium partners as the case may be:

The Parties hereby sign this Integrity Pact at On this Day of20.....

Employer	Bidder /Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
Witness	Witness	Witness
1. (Name:)	1. (Name:)	1. (Name:)
2. (Name:)	2. (Name:)	2. (Name:)

19. FORMS OF CONTRACT CLOSING CERTIFICATES

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

**(To BE ISSUED BY CONTRACT SERVICES)
CERTIFICATE NO. CCP – 01**

NAME OF PACKAGE:

LETTER OF AWARD/
NOA/ CONTRACT
NO:

NAME OF CONTRACTOR

DATED:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No _____ dated _____ is the last amendment issued.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA FOR DRAWING RECEIPT CERTIFICATE

(TO BE ISSUED BY ENGINEERING)

CERTIFICATE NO. CCP – 02

NAME OF PACKAGE:

LETTER OF AWARD/
NOA/ CONTRACT
NO:

NAME OF CONTRACTOR

DATED:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the reproducibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the above mentioned LOA/Contract

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE

(TO BE ISSUED BY QUALITY ASSURANCE DEPARTMENT)

CERTIFICATE NO. CCP – 03

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

This is to certify that the QA documents as per the list enclosed, in respect of the above mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE

(TO BE ISSUED BY ENGINEERING DEPARTMENT)

CERTIFICATE NO. CCP – 04

NAME OF PACKAGE:

LETTER OF AWARD/
NOA/ CONTRACT
NO:

NAME OF CONTRACTOR

DATED:

This is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Name.....

Designation

Date.....

Place.....

PROFORM FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY EXECUTION DEPARTMENT)

CERTIFICATE NO. CCP – 05

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:
 1. Final Amendment No. _____ (As per CCP -01)
 2. Approved drawings including site run piping schemes, if any.
 3. Approved Bill of Materials
 4. Material Dispatch Clearance Certificate (s)
 5. Measurement Book
 6. As Built Drawings
 7. Any other documents (specify)

2. It is further certified that the following have been supplied, as per the details given in the Contract Documents and the same have been taken over by NTPC.
 1. Mandatory Spares
 2. Recommended Spares
 3. Special Tools & Tackles

3. It is hereby certified that all *Indemnity bonds/ *Insurance policies received for the above-mentioned LOA / Contract shall be returned in original to the contractor after issuance of CCP-13.

Signature

Name.....

Designation

Date.....

Place.....

*Delete in case not applicable.

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

(TO BE ISSUED BY EXECUTION DEPARTMENT)

CERTIFICATE NO. CCP – 06

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

This is to certify that the issue regarding liquidated damages for delay as per the provisions of clause _____ of the above contract/ LOA has been resolved with the approval of the Competent authority vide reference (copy enclosed).

Signature

Name.....

Designation

Date.....

Place.....

Note: In respect of cases where LD for delay is settled by Corporate Contract Services (CS), this certificate will be issued by CS and where LD for delay is settled by the Site / Region, the same will be issued by the concerned Site/Regional Offices.

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE
CERTIFICATE
(TO BE ISSUED BY EXECUTION DEPARTMENT FOR SITE
PERFORMANCE TEST AND BY QA & I FOR SHOP TEST)

CERTIFICATE NO. CCP – 07

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

NAME OF CONTRACTOR DATED:

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.No	Guaranteed Parameter	Guaranteed value	Assessed Value	Shortfall, if any.	liquidated damages Annual
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above Items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Signature

Name.....

Designation

Date.....

Place.....

To be counter signed by Site Accounts.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

**(TO BE ISSUED BY EXECUTION DEPARTMENT AND COUNTERSIGNED
BY SITE MATERIALS MANAGEMENT)**

CERTIFICATE NO. CCP – 08

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

This is to certify that the materials issued to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.

Signature

Name.....

Designation

Date.....

Place.....

To be counter signed by Site Materials Management

.

Signature

Name.....

Designation

Date.....

Place.....

PROPORMA OF "PAYMENT RECONCILIATION" & "RELEASE OF SECURITY DEPOSIT" CERTIFICATE
(TO BE ISSUED BY FINANCE – VENDOR PAYMENTS GROUP FOR INR PORTION OF CONTRACT PRICE)

CERTIFICATE NO. CCP – 09

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

PROJECT:

This is to certify that all the payments released to the contractor in respect of the above-mentioned LOA/Contract have been reconciled with the provisions of the Contract Documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

*It is also certified that Security Deposit which has been deposited by Contractor for the above mentioned LOA / Contract has been released to Contractor.

Signature

Name.....

Designation

Date.....

Place.....

*Delete in case not applicable.

Enclosure to CCP-09

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No. CCP.05 for contract closing (Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.
8. Recoveries on account of settlement of insurance claims
9. Recoveries on account of reconciliation of materials issued to the Contractor.
10. All recoveries on account of demurrage, transportation, insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipments.
13. All recoveries/claims (if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claims against specific instructions.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY
SITE

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

CERTIFICATE NO. CCP – 09A

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

NAME OF CONTRACTOR DATED:

This is to certify that,

1. All the payments against the above mentioned LOA/ Contract have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.
2. No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature

Name.....

Designation

Date.....

Place.....

Enclosure to CCP-09A

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. All the claims against the Contractor regarding clearance of material from site and vacation of premises allotted for site office, stores.
2. All claims in respect of Training/ Transportation/ Accommodation/ Services provided by Site in respect of the above mentioned LOA/ Contract.
3. Recoveries on account of settlement of insurance claims.
4. Recoveries on account of reconciliation of materials issued to the Contractor.
5. All recoveries on account of wastage and scrap.
6. All recoveries/ claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
7. All recoveries / Claims (if any) on account of hiring out of NTPC's plant and equipment.
8. All recoveries / claims (if any) on account of water and electricity charges (if applicable)
9. Any other recoveries/ claims against specific instructions.

Signature

Name.....

Designation

Date.....

Place.....

**PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY
CORPORATE FINANCE**

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

CERTIFICATE NO. CCP – 09B

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

NAME OF CONTRACTOR DATED:

This is to certify that,

1. All the payments against the above mentioned LOA/ Contract released to the Contractor from Corporate Finance (I.F. Deptt.) have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/or other certificates of the Contractor.
2. No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature

Name.....

Designation

Date.....

Place.....

Enclosure to CCP-09B

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in performance as observed during shop- testing (by Inspection Deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries/claims on account of variation / deviations to scope of contract- permitted or otherwise taken place during execution of the Contract as listed in certificate No. CCP-05 for contract closing (certificate by Site Erection for Contract Closing)
5. Recoveries on account of reconciliation of payments made under the contract.
6. Reconciliation on account of settlement of insurance claims.
7. All recoveries / claims (if any) on account of price variation.
8. Royalty charges
9. Any other recoveries/ claims against specific instructions.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE

(TO BE ISSUED BY ACCOUNTS DEPTT. OF T&CC OFFICE FOR
LOA/CONTRACT ON FOREIGN CONTRACTOR)

CERTIFICATE NO. CCP – 09C

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

NAME OF CONTRACTOR DATED:

This is to certify that,

- 1) All the payments released by this**T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details (***) enclosed for reconciliation/ settlement/ recovery by them.
- 2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

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

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

Signature
Name.....
Designation

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

** Name of T&CC Office from where payments have been released

*** The details will include amount, date when paid, reasons for payment and when debit was given to the concerned Project/Region together with reference thereof, if any.

Note: Strike out whichever is not applicable and initial.

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP – 10

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT
NO:**

NAME OF CONTRACTOR

DATED:

This is to certify that,

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Signature

Name.....

Designation

Date.....

Place.....

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR (TO
BE ISSUED BY THE CONTRACTOR)

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP – 11

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

NAME OF CONTRACTOR DATED:

We, M/s.....(Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from NTPC Ltd. In respect of our aforesaid LOA/Contract No.....dated..... Including amendments, if any issued by NTPC Ltd., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with NTPC Ltd., under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NTPC Ltd. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature
Name.....
Designation

Date.....

Place.....

(This certificate shall be accompanied by the Power of attorney of the signatory)

PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY
PERIOD

(TO BE ISSUED BY EXECUTION DEPARTMENT)

CERTIFICATE NO. CCP – 12

NAME OF PACKAGE:

LETTER OF AWARD/
NOA/ CONTRACT
NO:

NAME OF CONTRACTOR

DATED:

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

Signature
Name.....
Designation

Date.....

Place.....

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

(TO BE ISSUED BY FINANCE TREASURY BG GROUP)

CERTIFICATE NO. CCP – 13

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

NAME OF CONTRACTOR DATED:

PROJECT:

This is to certify that all the *Bank Guarantees/ *Insurance Surety Bonds / *Collaborator's or Associate's Bank Guarantees / *Collaborator's or Associate's Insurance Surety Bonds received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature
Name.....
Designation

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

*Delete whichever is not applicable.

**20. PROFORMA FOR INSURANCE SURETY
BOND TOWARDS BID SECURITY**

FORM OF INSURANCE SURETY BOND TOWARDS BID SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.

Date.....

To

[Employer's Name and Address]

Dear Sirs,

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

As an irrevocable Insurance Surety Bond against Bid Security for an amount of
.....

(*)

..... valid for..... days from
.....(**)..... required to be submitted by the
Bidder

as a condition precedent for participation in the said bid which amount is liable to be forfeited on
the happening of any contingencies as mentioned under the Bidding Documents.

We, the *[Name & address of the Insurer]*

.....having our Head Office at (#)

..... guarantee and undertake to pay immediately on demand by
NTPC Limited (*hereinafter called the 'Employer'*) the amount of
.....(*).....without any reservation, protest, demand
and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us
irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to
the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid
upto

.....(@) If any further extension of this Insurance Surety Bond is required,
the

same shall be extended to such required period (not exceeding one year) on receiving
instructions from M/s *[Bidder's Name]*..... on whose
behalf this

Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....

Date.....

- NOTE :
1. (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

21. Form of Insurance Surety Bond towards Performance Security

FORM OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.
Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name] with its Registered /Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No. dated, valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) % (percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer].....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@).....

[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against

the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

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

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

WITNESS :

1.
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No.....

Date.....

2.

(Signature)

.....

(Name)

.....

(Official Address)

Notes : 1. (*) This sum shall be Ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

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

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

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond

is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

22. Format of Certificate from BG Issuing Bank for the reimbursement of BG Charges for the extended period for delays not attributable to contractor

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have issued/ extended/ amended Bank Guarantee (BG) Number..... amounting to(in number and words in Contract Currency) in favour of NTPC Limited on behalf of M/S..... (Contractor name) vide their request reference..... dated..... (DD/MM/YYYY) for the period (from)..... (to).....

We confirm that the bank commission (excluding Stamp paper, Out of Pocket Expenses (OPE) and GST on OPE) amounting to(amount and currency) for issuance/ extension/ amendment of the aforesaid BG have been recovered from M/s (Contractor name).

We further confirm that the commission charged on issuance/ extension/ amendment of the aforesaid BG is as per the prescribed rates of the Bank. Further the commission charged by the Bank as per card rates / sanctioned rates is customer/ borrower specific and is uniform for all BGs issued at the request of said customer/ borrower irrespective of beneficiary.

Chief Manager/Branch Manager SS No: -
ABC Bank Ltd New Delhi.
(With Seal of Bank Official)