

NTPC LIMITED
(A Government of India Enterprise)



SECTION – IV

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

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

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

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

NIT / TENDER ENQUIRY NO. NTPC/USSC-CPG2/ 9900324124

NAME OF PACKAGE: Supply, Erection and Commissioning of Pre-fab FRP cooling tower with other associated components for AC system of ADMIN Building of NTPC Dadri

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

S. No	Clause Ref, in any	Special Conditions
1.	EMPLOYER	Name and address of Employer: NTPC Limited, Unified Shared Service Centre(USSC), NTPC LTD, 9th floor, Tower-C, Commercial Complex, Plot No: C--03, Central Business District (CBD), Sector-21, Atal Nagar, Naya Raipur, Chhattisgarh - 492018 For mail/telephone no., refer NIT (Section I) Registered Office Address: "NTPC Bhawan" Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India
2.	JOINT VENTURE/ CONSORTIUM	Not Applicable

NIT / TENDER ENQUIRY NO.:	SECTION-IV (SCC)	
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S. No .	Clause Ref, in any	Special Conditions
3.	Documents in support of meeting Qualifying Requirements (ITB Clause 5.4)	Not Applicable
4.	PRE-BID CONFERENCE (ITB clause 7.0)	Pre Bid Conference: Applicable/Not Applicable. (If applicable, details (date, place, etc.) of Pre Bid Conference to be mentioned.)
5.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	<p>Add new Attachment/Clause</p> <p>Attachment 12 Integrity Pact – Applicable / Not Applicable</p> <p>Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Attachment 12 to the Bidding Documents which has been pre-signed by the Employer, and submit upload the same in 'Fee Cover' duly signed on all pages by the bidder's authorized signatory along with the bid and where the joint ventures(s)/ Consortium are permitted to participate in the bid, the signing of Integrity Pact (IP) by all Joint Venture(s) Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in a separate sealed envelope. Bidder may also send original copy of the Integrity Pact duly signed and stamped at the address mentioned in the NIT before the stipulated bid submission closing date and time.</p> <p>Bidder's failure to comply with the aforesaid requirement regarding submission of "Integrity Pact (IP)" shall lead to outright rejection of bid and in such case the online bid shall not be opened. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of the Contract to a particular Bidder, the integrity Pact so submitted shall form an integral part pf the Contract.</p>
6.	DOCUMENTS COMPRISING THE BID	<p>Add new Attachment/Clause</p> <p>Attachment No 12A: Details of Foreign Principals of Indian Bidders</p>

S. No .	Clause Ref, in any	Special Conditions		
	(ITB Cl. 11.3.1 (p))	The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates (if applicable).		
7.	DOCUMENTS COMPRISING THE BID (ITB clause 11.0)	Attachment	Applicable (YES/NO)	Mode of Submission (Physical/Online/ Both)
		Attachment 1: Bid Security	YES	(Online/Offline)
		Attachment 2: Authority to Sign the bid	NO	Online (if applicable)
		Attachment 3: Bidder's Qualifications	NO	-----
		Attachment 4: Subcontractors Proposed by the Bidder	NO	-----
		Attachment 5: Equipment/ Machinery deployment Schedule	NO	-----
		Attachment 6: General Declaration of Bidder	YES	Online GTE
		Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form	NO	Online (if applicable)
		Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	NO	Online (if applicable)
		Attachment 9: Declaration Regarding GST	NO	-----
		Attachment 10: Technical Compliance	Yes	submission signed copy of

S. No .	Clause Ref, in any	Special Conditions		
				technical specification/No deviation Certificate
		Attachment 11: Declaration of Local Content	YES	Online GTE Declaration
		Attachment 12: Integrity Pact	NO	-----
		Attachment 12A: Details of Foreign Principals of Indian Bidders	NO	Online (if applicable)
		'NIL' Deviations Certificate	YES	Online GTE Declaration
		Declaration on Qualifying Requirements	NO	-----
		Declaration on Debarment Policy	YES	Online GTE Declaration
		Declaration on Fraud Prevention Policy	YES	Online GTE Declaration
		Price Bid	YES	BoQ Excel Sheet
8.	CURRENCY (ITB Sub-Clause 12.2)	Indian Rupee		
9.	BID PRICE AND PRICE BASIS (ITB Clause 12.3)	<p>Amount linked to Safety Aspects/ compliance to Safety Rules- Applicable/Not Applicable</p> <p>Minimum percentage: Y= 3%</p> <p>For details refer clause 20.7 of GCC</p>		
10.	BID VALIDITY	120 days		

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	(ITB Sub-clause 13.1)																			
11.	BID SECURITY/ GUARANTEE/EARN EST MONEY (ITB Clause 14.0)	<p>Not Applicable/Applicable</p> <p>Amount of EMD/Bid security: INR / - ()</p> <p>In case the bidder have opted for Bid Security/EMD in the form of Bank Guarantee (BG) or Insurance Surety Bond (ISB), EMD/Bid Security to be submitted in the form of BG/Insurance Surety Bond as per NTPC Format ONLY i.e. Format provided in the tender documents.</p> <p>The Bank Guarantees against bid security are to be submitted in the form of e-BG through NeSL platform [NTPC format Only].</p> <p>In case the bidder is not able to submit e-BG, due to some practical difficulties or constraints, physical BGs are also accepted.</p> <p>The PDF copy of e-BG shall be uploaded along with Bid.</p> <table border="1" data-bbox="506 1283 1481 1869"> <thead> <tr> <th colspan="3"><u>Necessary input required for preparation of e-BG are as follows:-</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Beneficiary</td> <td>NTPC Limited</td> </tr> <tr> <td>2</td> <td>Pan Number of the Beneficiary</td> <td>AAACN0255D</td> </tr> <tr> <td>3</td> <td>Date of Incorporation of the Beneficiary</td> <td>07.11.1975</td> </tr> <tr> <td>4</td> <td>Beneficiary Bank IFSC Code</td> <td>SBIN0017313</td> </tr> <tr> <td>5</td> <td>Registered Address</td> <td>NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003</td> </tr> </tbody> </table>	<u>Necessary input required for preparation of e-BG are as follows:-</u>			1	Beneficiary	NTPC Limited	2	Pan Number of the Beneficiary	AAACN0255D	3	Date of Incorporation of the Beneficiary	07.11.1975	4	Beneficiary Bank IFSC Code	SBIN0017313	5	Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003
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		6	Pin Code 110003
		7	Active Mobile Number of the Beneficiary <i>(mobile number of C&M DE)</i>
		8	Active E-Mail Id of the Beneficiary <i>(email id of C&M DE)</i>
		9	NIT reference number <i>Please mention Tender Reference Number (SAP collective no.)</i>
		<p>Bank Guarantee (BG) towards EMD/Bid Security (Not Applicable):</p> <p>NOTE: DD/ Banker's cheque (BC) is not acceptable against EMD/bid security</p> <p>The physical EMD-BG should be sent directly through post/courier at below mentioned address:</p> <p style="padding-left: 40px;">AGM (USSC C&M) NTPC LTD, 9th floor, Tower C, Commercial Complex, Plot No: C-03, Central Business District (CBD), Sector 21, Atal Nagar, Naya Raipur, Chhattisgarh - 492018</p> <p>Earnest Money Deposit should be sent in a sealed envelope, super scribed on the top as under:</p> <p>Tender Number _____ Tender Subject _____ Due Date of Bid Opening _____ From _____ (Name & address of the Bidder).</p>	

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		<p>The Guarantee should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).</p> <p>The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the Guarantee. The name of the Purchaser of stamp paper may either be the executing Surety or the party on whose behalf the Guarantee is issued.</p> <p>In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such Guarantee shall also be accepted as duly stamped.</p> <p>(List of Stamp duty Charges (applicable at present) in different states attached separately.)</p> <p>Replace the existing clause with the following</p> <p>14.0 Bid Security</p> <p>14.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope (ONLY IN CASE WHERE BID SECURITY IS SUBMITTED THROUGH BG/Insurance Surety Bond) for the amount and currency as stipulated in the Bid Data Sheet (BDS) NOTICE INVITING TENDER (NIT). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.</p> <p>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 Annexure VI to SCC or an insurance Surety Bond from an Insurer as per the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).</p>

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		<p>For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount online only on our e-tendering site https://eprocurementpc.nic.in.</p> <p>Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the e-tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.</p> <p>In case of Foreign Bidders, the Bid Security can be from any other Bank also in addition to the Banks specified in the Bid Data Sheets. If the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets. (Applicable for ICB Tenders).</p> <p>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 ONLY. Bid Security shall remain valid for a period of forty five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.</p> <p>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.</p> <p>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. Further Stage II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG) in a separate sealed envelope shall be rejected by the Employer as being nonresponsive and shall not be opened.</p>

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		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.8 The Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction.</p> <p>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;</p> <p>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.</p>

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		<p>e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.</p> <p>(f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).</p> <p>g) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider.</p> <p>14.9 Confirmation of physical BGs (including Bid Security) through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1" data-bbox="505 1073 1503 1381"> <tbody> <tr> <td data-bbox="505 1073 618 1119">i</td> <td data-bbox="618 1073 894 1119">Bank Name</td> <td data-bbox="894 1073 1503 1119">ICICI BANK LIMITED</td> </tr> <tr> <td data-bbox="505 1119 618 1165">ii</td> <td data-bbox="618 1119 894 1165">Branch</td> <td data-bbox="894 1119 1503 1165">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="505 1165 618 1249">iii</td> <td data-bbox="618 1165 894 1249">Bank Address</td> <td data-bbox="894 1165 1503 1249">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI 110001</td> </tr> <tr> <td data-bbox="505 1249 618 1295">iv</td> <td data-bbox="618 1249 894 1295">IFSC Code</td> <td data-bbox="894 1249 1503 1295">ICIC0000007</td> </tr> <tr> <td data-bbox="505 1295 618 1381">v</td> <td data-bbox="618 1295 894 1381">BG Advising Message</td> <td data-bbox="894 1295 1503 1381">IFN 760COV/ IFN 767COV via SFMS</td> </tr> </tbody> </table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.</p> <p>The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LIMITED	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank Address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI 110001	iv	IFSC Code	ICIC0000007	v	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS
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		<p>14.10 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>14.11 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 14.12 below:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance/ extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids:—</p> <p>a) The scanned copy of the BG.</p> <p>b) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending.</p> <p>c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure III to SCC.</p> <p>SFMS / SWIFT message must be sent to the NTPC/Employer's bank, details of which are mentioned in Bidding documents.</p> <p>(ii) Bidders shall also be required to upload the scanned copy of the BG on GePNIC (Fee Cover) / e-tendering portal.</p> <p>14.12 The bidder shall be required to submit all the documents in the manner as specified at para 14.11 above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p>

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12.	CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT (Not applicable for e-BGs through NeSL platform)	While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below: <table border="1" data-bbox="505 512 1502 951"> <tr> <td data-bbox="505 512 618 558">i</td> <td data-bbox="618 512 894 558">Bank Name</td> <td data-bbox="894 512 1502 558">ICICI BANK LIMITED</td> </tr> <tr> <td data-bbox="505 558 618 646">ii</td> <td data-bbox="618 558 894 646">Branch</td> <td data-bbox="894 558 1502 646">9A, Phelps, Connaught Place, New Delhi-110001</td> </tr> <tr> <td data-bbox="505 646 618 690">iii</td> <td data-bbox="618 646 894 690">IFSC Code</td> <td data-bbox="894 646 1502 690">ICIC0000007</td> </tr> <tr> <td data-bbox="505 690 618 779">iv</td> <td data-bbox="618 690 894 779">BG Advising Message</td> <td data-bbox="894 690 1502 779">IFN 760COV/ IFN 767COV via SFMS</td> </tr> <tr> <td data-bbox="505 779 618 823">v</td> <td data-bbox="618 779 894 823">Field Number</td> <td data-bbox="894 779 1502 823">7037</td> </tr> <tr> <td data-bbox="505 823 618 951">vi</td> <td data-bbox="618 823 894 951">Particulars (to be mentioned in Row 1)</td> <td data-bbox="894 823 1502 951">NTPCBG</td> </tr> </table> <p data-bbox="505 972 1502 1010">Bidders are advised to ensure that the message is sent by their Bankers.</p>	i	Bank Name	ICICI BANK LIMITED	ii	Branch	9A, Phelps, Connaught Place, New Delhi-110001	iii	IFSC Code	ICIC0000007	iv	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS	v	Field Number	7037	vi	Particulars (to be mentioned in Row 1)	NTPCBG
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13.	WORK SCHEDULE (ITB Clause 15.0)/ TIME FOR COMPLETION (GCC Sub-Clause 25.2)	1 year																		
14.	SEALING AND MARKING OF BID	Replace the existing clause with the following																		

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	(ITB Cl. 16.1)	<p>Documents to be submitted in physical form (as brought out at ITB clause 11.3.1), if any, shall be sealed and marked in the following manner:</p> <p>Seal each document sought in separate envelope duly marking the envelope with name of the document.</p> <p>E.g. 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".</p> <p>The envelopes shall then be sealed in an outer envelope.</p>
15.	BID SUBMISSION (ITB Cl.17.0 (A) (I))	<p>Replace the existing clause with the following</p> <p>Bidders are requested to submit offer / proposal as under:</p> <p>A) TECHNO-COMMERCIAL BID (I) ON-LINE BID</p> <p>Any document asked for in the SCC.</p>
16.	BID SUBMISSION (ITB Cl.17.0 (A)(II) (ii))	<p>Replace the existing clause with the following</p> <p>(ii) Upload the following in FEE Cover/Envelope</p> <p>a) Attachment 1: Bid Security (In case of Online Payment/BG Soft Copy) b) Scan copy Cost of Bidding/Tender Documents/Tender Fee receipt c) MSE Certificate (if applicable) d) Integrity Pact (if applicable) e) Attachment 2: Authority to Sign the bid f) Attachment 7: Electronic Fund Transfer (EFT) Form</p> <p>Any document asked for in the SCC.</p>
17.	SUBMISSION OF BID (ITB Clause 17 (A))	<p>ON-LINE BID</p> <p>Refer Cl. 10 of SCC "Documents Comprising the Bid"</p>

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18.	ADDRESS FOR CORRESPONDENCE (ITB clause 17)	Refer Section-I- NIT
19.	LATE EARNEST MONEY DEPOSIT AND INTEGRITY PACT (ITB Cl.19.0)	<p>Replace the existing clause with the following</p> <p>LATE BID SECURITY DECLARATION AND INTEGRITY PACT</p> <p>Any Bid Security/EMD and/or Integrity Pact bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 18, will be rejected and returned unopened to the Bidder.</p>
20.	LOCATION OF BID OPENING (ITB clause 21.0)	Refer Section-I- NIT
21.	EVALUATION CRITERIA (ITB clause 23.1.4)	<p>Add new clause under ITB clause 23.1 regarding “BID EVALUATION”, as under:</p> <p>23.1.4 Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following attribute at e-tender portal:</p> <p>“Do you certify full compliance to ITB clause Restrictions on procurement from a Bidder of a country which shares a land border with India?”</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while</p>

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		<p>competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of “Policy for Debarment of Business Dealings” and shall be dealt accordingly.</p>
22.	EVALUATION CRITERIA (ITB clause 23)	<p><u>Add the ITB Clause 23.3.1 ‘EVALUATION AND COMPARISON OF BIDS’:</u></p> <ol style="list-style-type: none"> 1. Quantity: Splitable or Not splitable. 2. Evaluation: Lump sum or item wise. 3. In the Schedule of Items / Bill of Quantities, 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. <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>For Item rate bidding: The Bidder shall quote basic rates inclusive of all charges for each item in the Excel BOQ Template.</p> 4. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. For the

S. No .	Clause Ref, in any	Special Conditions
		<p>purpose of Evaluation, GST quoted in the Bid shall only be considered.</p> <p>5. In case of discrepancies in the quoted GST rate the following methodology shall be followed:</p> <p>i. 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>ii. 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-</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>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>iii. 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 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>iv. In 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 (if applicable) as per GST Law</p> <p>6. 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>

S. No .	Clause Ref, in any	Special Conditions
		<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 (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 (i) & (ii) above will be followed.</p>
23.	<p>ABNORMALLY HIGH OR LOW RATED ITEMS</p> <p>(ITB Cl. 23.5)</p>	<p>Replace the existing clause with the following</p> <p>ABNORMALLY HIGH OR LOW RATED ITEMS</p> <p>23.5.1 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</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).</p> <p>23.5.2 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.</p> <p>OR</p> <p>Replace the existing clause with the following</p> <p>ABNORMALLY LOW RATED ITEMS</p> <ul style="list-style-type: none"> ➤ If the rates/prices quoted by the successful Bidder for certain items of the Bill of Quantities are found to be having a variation of more than (-)10% in relation to Employer's estimate of the cost of work, then such items of work shall be identified as "Abnormally Low Rate (ALR)". ➤ After evaluation of the rates/ prices analysis, Employer/ NTPC may require the successful Bidder to provide a suitable Undertaking to execute the items of work – ALR items and complete the entire work complying to statutory requirements under the contract.

S. No.	Clause Ref, in any	Special Conditions																																																																								
		<p>➤ Further, successful Bidder will be required to furnish Additional Bank Guarantee (BG) against all ALR Items on cumulative basis, as illustrated below:</p> <table border="1" data-bbox="505 493 1502 1350"> <thead> <tr> <th data-bbox="511 499 673 871">BOQ No. (on which Premium / Discount is quoted)</th> <th data-bbox="673 499 836 871">Total Amount of Employer's Cost Estimate (Rs)</th> <th data-bbox="836 499 998 871">Premium / Discount quoted by Successful Bidder (%)</th> <th data-bbox="998 499 1161 871">Total Amount quoted by Bidder (Rs)</th> <th data-bbox="1161 499 1323 871">Whether ALR Item (ALR/ No)</th> <th data-bbox="1323 499 1495 871">Differential Amount for ALR Items (Rs)</th> </tr> <tr> <th data-bbox="511 871 673 913">A</th> <th data-bbox="673 871 836 913">B</th> <th data-bbox="836 871 998 913">C</th> <th data-bbox="998 871 1161 913">D</th> <th data-bbox="1161 871 1323 913">E</th> <th data-bbox="1323 871 1495 913">F=(D-B)</th> </tr> </thead> <tbody> <tr> <td colspan="6" data-bbox="511 919 1495 961">Illustrated Example-1</td> </tr> <tr> <td data-bbox="511 961 673 1003">10</td> <td data-bbox="673 961 836 1003">1000/-</td> <td data-bbox="836 961 998 1003">(-)10%</td> <td data-bbox="998 961 1161 1003">900/-</td> <td data-bbox="1161 961 1323 1003">No</td> <td data-bbox="1323 961 1495 1003">Nil</td> </tr> <tr> <td data-bbox="511 1003 673 1045">20</td> <td data-bbox="673 1003 836 1045">2000/-</td> <td data-bbox="836 1003 998 1045">(-)9.9%</td> <td data-bbox="998 1003 1161 1045">1880/-</td> <td data-bbox="1161 1003 1323 1045">No</td> <td data-bbox="1323 1003 1495 1045">Nil</td> </tr> <tr> <td colspan="5" data-bbox="511 1045 1323 1087">Cumulative Differential Amount (F)</td> <td data-bbox="1323 1045 1495 1087">Nil</td> </tr> <tr> <td colspan="5" data-bbox="511 1087 1323 1129">Amount of Additional BG</td> <td data-bbox="1323 1087 1495 1129">Nil</td> </tr> <tr> <td colspan="6" data-bbox="511 1136 1495 1178">Illustrated Example-2</td> </tr> <tr> <td data-bbox="511 1178 673 1220">10</td> <td data-bbox="673 1178 836 1220">1000/-</td> <td data-bbox="836 1178 998 1220">(-)11%</td> <td data-bbox="998 1178 1161 1220">890/-</td> <td data-bbox="1161 1178 1323 1220">ALR</td> <td data-bbox="1323 1178 1495 1220">110/-</td> </tr> <tr> <td data-bbox="511 1220 673 1262">20</td> <td data-bbox="673 1220 836 1262">2000/-</td> <td data-bbox="836 1220 998 1262">(-)15%</td> <td data-bbox="998 1220 1161 1262">1700/-</td> <td data-bbox="1161 1220 1323 1262">ALR</td> <td data-bbox="1323 1220 1495 1262">300/-</td> </tr> <tr> <td colspan="5" data-bbox="511 1262 1323 1304">Cumulative Differential Amount (F)</td> <td data-bbox="1323 1262 1495 1304">410/-</td> </tr> <tr> <td colspan="5" data-bbox="511 1304 1323 1346">Amount of Additional BG [25% of (F)]</td> <td data-bbox="1323 1304 1495 1346">102.50</td> </tr> </tbody> </table> <p>➤ As illustrated above, Bidder shall be required to furnish Additional Bank Guarantee (BG) of an amount equal to 25% of the 'Cumulative Differential Amount (against all ALR Items under the BOQ of the Bid)'</p> <p>➤ Additional BG may be reduced on prorata basis upon successful execution of ALR Items on Six Monthly basis.</p>	BOQ No. (on which Premium / Discount is quoted)	Total Amount of Employer's Cost Estimate (Rs)	Premium / Discount quoted by Successful Bidder (%)	Total Amount quoted by Bidder (Rs)	Whether ALR Item (ALR/ No)	Differential Amount for ALR Items (Rs)	A	B	C	D	E	F=(D-B)	Illustrated Example-1						10	1000/-	(-)10%	900/-	No	Nil	20	2000/-	(-)9.9%	1880/-	No	Nil	Cumulative Differential Amount (F)					Nil	Amount of Additional BG					Nil	Illustrated Example-2						10	1000/-	(-)11%	890/-	ALR	110/-	20	2000/-	(-)15%	1700/-	ALR	300/-	Cumulative Differential Amount (F)					410/-	Amount of Additional BG [25% of (F)]					102.50
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24.	ADHERENCE TO FRAUD PREVENTION POLICY (ITB Cl. 29.0)	<p>Replace the existing clause with the following</p> <p>ADHERENCE TO FRAUD PREVENTION POLICY The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>A certificate to this effect shall be furnished by the bidder along with his bid, by accepting the GTE condition “Acceptance of Fraud Prevention Policy of NTPC”.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid shall be rejected.</p> <p>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.</p>
25.	BENEFITS TO MSES (ITB Clause 31.0)	<p>MSE Benefits (Applicable/Not Applicable) for this work</p> <p>UDYAM REGISTRATION SHALL BE VALID DOCUMENT FOR MSE BENEFITS</p> <p>NOTE: Regarding Udyam Registration Certificate,</p> <p>a) Traders are excluded from the purview of Public Procurement Policy for MSEs Order, 2012 and cannot be extended MSE benefit.</p> <p>b) Udyam Registration Number (URN) wherein, Major Activity has been mentioned as TRADING cannot be extended MSE benefits</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>i.e. Exemption from Payment of EMD and Purchase Preference in Tenders.</p> <p>Benefits under PPP 2012 for MSEs are applicable only for (a) Goods produced and (b) Services provided by MSEs. In this regard, OM dated 9.11.2016 and its subsequent amendment/clarifications issued by MSME from time to time regarding definition of Goods and Services may be referred. MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.</p> <p>Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.</p> <p>The benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Splitting is Not Applicable 2. "In case MSE Benefit/ Purchase Preferences for MSE and/or Class I local supplier is applicable as per the provisions specified

S. No .	Clause Ref, in any	Special Conditions
		<p>in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted – the Negotiation shall be carried out with L1 Bidder.</p> <p>Further, eligible MSE and/or Class-I local supplier as per the provisions specified in the Bidding documents with respect to MSE Benefit/ Purchase Preferences shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation).”</p> <p>3. In case of procurement of Goods/Services, preferences to MSEs whose quoted prices are within L1 (non-MSEs) + 15% range (subject to matching of L1 price) will be given in following order:</p> <p>a) SC-ST Women MSEs</p> <p>b) SC/ST other than Women MSEs</p> <p>c) Women MSEs</p> <p>d) Other MSEs</p> <p>Rest procedure shall be as per Annexure I to SCC</p>
26.	<p>PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS (ITB Clause 32.0)/</p> <p>DOCUMENTS COMPRISING THE BID</p>	<p>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers</p> <p>Applicable / Not Applicable.</p> <p>32.1 Class-I local suppliers’/ ‘Class-I local suppliers and Class-II local suppliers” only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p>

S. No .	Clause Ref, in any	Special Conditions
	<p>(ITB 11.3.1 (k))/ DOCUMENTS COMPRISING THE BID</p> <p>(ITB 11.3.1 (k))/ DOCUMENTS COMPRISING THE BID</p> <p>(ITB 11.3.1 (k))</p>	<p>OR</p> <p>Bids from 'Class-I local suppliers' as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT shall be eligible for purchase preference. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."</p> <p>32.2 Procedure for order preference, MSE guidelines mentioned at Clause 31.0 of ITB read in conjunction with clause 32.0 of ITB "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in Annexure-I to SCC shall be applicable.</p> <p>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.</p> <p>Attachment-11 Declaration on Local Content- Applicable/ Not Applicable (ITB 11.3.1 (k))</p> <p>The Class-I local suppliers shall be required to declare meeting the minimum local content online under General Technical Evaluation (GTE) Conditions at e-tender portal by accepting the following Attribute:</p> <p>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender."</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that</p> <p>(i) The Bidder fulfill the requirements of local content for Class-I Local Supplier and all provisions specified in Annexure-I to SCC</p> <p>(ii) Presently, the Bidder is not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).</p> <p>Bidders may note that in case they do not accept the GTE conditions, their bids shall not be considered and shall be rejected.</p> <p>Certificate prior to submission of last bill for payment–Applicable/ Not Applicable ((ITB 11.3.1 (k))</p> <p>Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.</p> <p>In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p> <p>Attachment-11(A) Declaration for exemption from meeting the Minimum Local Content- Applicable/ Not Applicable ((ITB 11.3.1 (k))</p> <p>Declaration regarding exemption from meeting the Minimum Local Content, as per the Employer’s format.</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p>
27.	<p>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</p> <p>(ITB Clause 33.0)</p>	<p>Add new ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”, as under:</p> <p>33.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Annexure-III to General Conditions of Contract (GCC).</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in Annexure-III to General Conditions of Contract (GCC).</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>33.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>33.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>33.4 “Bidders from a country which shares a land border with India” /</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>“Sub-contractor from a country which shares a land border with India” mentioned in para 33.1 above means: -</p> <ul style="list-style-type: none"> a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose 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 <p>33.5 The beneficial owner for the purpose of 33.4 above will be as under:</p> <ul style="list-style-type: none"> a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation—</p> <ul style="list-style-type: none"> i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; <p>b) In case of a partnership firm, the beneficial owner is the natural</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>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;</p> <p>c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>33.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
28.	CORRUPT OR FRAUDULENT PRACTICES (ITB Clause 34.0)	<p>Add new ITB Clause “Corrupt or Fraudulent Practices”, as under:</p> <p>34.1 Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement/tendering and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows :</p> <p>(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a 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;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
29.	New clause 5.4 under GCC- Finalisation of “Contract Coordination Procedure” for execution of Large Value O&M / Mega Contracts	<p>New clause 5.4 may be added under GCC:</p> <p>“The Engineer-in-Charge (EIC)/ NTPC and the Contractor shall finalise and agree to a “Contract Co-ordination Procedure” for the purpose of execution of Contract.”</p>
30.	LAWS GOVERNING THE CONTRACT (GCC Clause 7.0)	<p>The courts at Raipur shall have jurisdiction in all matters.</p>
31.	HUMAN RESOURCES (GCC Clause 11.1)	<p>As per Section-V-Technical Specifications.</p>
32.	SECURITY DEPOSIT GCC Cl. 19.0	<p>Replace the existing clause 19.1.1 with the following:</p> <p>Security Deposit: 10% of the contract value</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>Add new clause:</p> <p>19.1.7 All BGs except BG issued by a Bank outside India and all Insurance Surety Bond except those issued by Indian Insurance company outside India, shall be received from issuing Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:</p> <p>Unified Treasury (BG Group) Administrative Building, NCPS, Dadri NTPC Limited, PO. Vidyut Nagar Distt: Gautam Budh Nagar, Uttar Pradesh- 201008</p> <p>All such Guarantees will necessarily contain the Employer's Name and Address as specified hereunder:</p> <p>NTPC Limited NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi - 110003</p> <p>A soft copy of the physical Guarantee (other than Guarantee towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the Surety.</p> <p>The Bank Guarantee/ Insurance Surety Bond shall be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).</p> <p>The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the Guarantee. The name of the Purchaser of stamp paper may either be the executing Surety or the party on whose behalf the Guarantee is issued.</p> <p>In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such Guarantee shall also be accepted as duly stamped.</p> <p>A physical BG issued by a Bank outside India and Insurance Surety Bond issued by Indian Insurance company outside India needs to be submitted by the Bidder directly to the employer as defined in SCC. The BG/Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG/Insurance Surety Bond may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.</p> <p>19.1.8 A soft copy of the BG/Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.</p> <p>19.1.9 Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p> <p>19.1.10 All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>19.1.11 Minimum extension of any BG/ Insurance Surety Bond should be three months along with 90 days of claim period from the revised date of expiry.</p> <p>19.1.12 Performance Security/Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of Bank Guarantee (BG)/e-BG/Insurance Surety Bond towards performance security will not be applicable.</p> <p>However, depositing of Performance Security/Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor/its assignee /collaborator /associate / JV Partner (if applicable), chooses to submit BG against performance securities/Advance, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p> <p>However, in case a party is not able to submit the e-BG due to some practical difficulties or constraints, physical BG can also be accepted.</p>

S. No .	Clause Ref, in any	Special Conditions																											
		<p><u>Necessary input required for preparation of e-BG are as follows:-</u></p> <table border="1"> <tr> <td data-bbox="505 401 574 449">1</td> <td data-bbox="574 401 899 449">Beneficiary</td> <td data-bbox="899 401 1502 449">NTPC Limited</td> </tr> <tr> <td data-bbox="505 449 574 539">2</td> <td data-bbox="574 449 899 539">Pan Number of the Beneficiary</td> <td data-bbox="899 449 1502 539">AAACN0255D</td> </tr> <tr> <td data-bbox="505 539 574 674">3</td> <td data-bbox="574 539 899 674">Date of Incorporation of the Beneficiary</td> <td data-bbox="899 539 1502 674">07.11.1975</td> </tr> <tr> <td data-bbox="505 674 574 764">4</td> <td data-bbox="574 674 899 764">Beneficiary Bank IFSC Code</td> <td data-bbox="899 674 1502 764">SBIN0017313</td> </tr> <tr> <td data-bbox="505 764 574 898">5</td> <td data-bbox="574 764 899 898">Registered Address</td> <td data-bbox="899 764 1502 898">NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003</td> </tr> <tr> <td data-bbox="505 898 574 959">6</td> <td data-bbox="574 898 899 959">Pin Code</td> <td data-bbox="899 898 1502 959">110003</td> </tr> <tr> <td data-bbox="505 959 574 1094">7</td> <td data-bbox="574 959 899 1094">Active Mobile Number of the Beneficiary</td> <td data-bbox="899 959 1502 1094"><i>(mobile number of EIC)</i></td> </tr> <tr> <td data-bbox="505 1094 574 1184">8</td> <td data-bbox="574 1094 899 1184">Active E Mail Id of the Beneficiary</td> <td data-bbox="899 1094 1502 1184"><i>(email id of EIC)</i></td> </tr> <tr> <td data-bbox="505 1184 574 1274">9</td> <td data-bbox="574 1184 899 1274">Contract reference number</td> <td data-bbox="899 1184 1502 1274"><i>(PO no.)</i></td> </tr> </table> <p>Note: The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached in the bidding documents.</p>	1	Beneficiary	NTPC Limited	2	Pan Number of the Beneficiary	AAACN0255D	3	Date of Incorporation of the Beneficiary	07.11.1975	4	Beneficiary Bank IFSC Code	SBIN0017313	5	Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003	6	Pin Code	110003	7	Active Mobile Number of the Beneficiary	<i>(mobile number of EIC)</i>	8	Active E Mail Id of the Beneficiary	<i>(email id of EIC)</i>	9	Contract reference number	<i>(PO no.)</i>
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33.	<p>PAYMENT SCHEDULE</p> <p>GCC Sub-Clause 20.1</p>	<p>Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.</p> <p>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)</p>																											

S. No.	Clause Ref, in any	Special Conditions
		<p>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 (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.</p> <p>Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.</p> <p>For queries/ details, the vendor may directly contact M1xchange or RXIL at:-</p> <p>(i) M1XCHANGE:- URL: https://m1xchange.com Toll free No.: 1800-103-7261</p> <p>(ii) RXIL:- URL: https://www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311”</p>
34.	PRICE BASIS (GCC clause 21)	<p>Prices are-FIRM/VARIABLE</p> <p>Please refer Section-V-Technical specification for price adjustment formula (mention para no/S.no. from SOW).</p>
35.	METHODOLOGY OF EXECUTION & EQUIPMENT MOBILISATION (GCC Clause 28) GCC Sub-Clause 28.3	Unless otherwise specified in Section-V, Technical Specification, it shall be as per GCC.
36.	MATERIALS FOR THE PERFORMANCE	<p>The following materials shall be issued by the Employer free of cost for incorporation in the Works as per the terms and conditions detailed in the Technical Specifications:</p> <hr/> <p>S. No. Material</p> <hr/>

S. No.	Clause Ref, in any	Special Conditions
	OF THE CONTRACT (GCC Clause 30) GC Clause 30(b) (i)	1. 2. As specified in Section-V, Technical Specification. 3. ----- -----
37.	TOTAL VALUE OF OWNER ISSUE MATERIAL (GCC Clause 30) GCC Sub-Clause 30(b)(i)	The value of owner issue Material is as specified in Section-V, Technical Specification, if any. Refer Section-I-NIT
38.	POWER & WATER SUPPLY AND BOARDING AND LODGING OF EMPLOYEES/ LABOUR / STAFF (GCC Clause 37) GCC Sub-Clause 37.2.1	Unless otherwise specified in Section-V, Technical Specification , it shall be as per GCC.
39.	SAFETY EQUIPMENT	Details Safety equipments & safety Personal Protective Equipment as required for execution of work shall be as per Section-V, Technical Specification.
40.	DEFECTS LIABILITY PERIOD (GCC Clause 41)	Unless otherwise specified in Section-V, Technical Specification , it shall be as per GCC.

S. No.	Clause Ref, in any	Special Conditions								
41.	EMPLOYER'S AND CONTRACTOR'S RISKS AND INSURANCE (GCC Clause 42) GCC Sub-Clause 42.5.2	Insurance Cover: Amounts and Deductibles: ----- ----- <table border="1"> <thead> <tr> <th data-bbox="505 485 667 516">Insurance</th> <th data-bbox="711 485 971 516">Amount insured</th> <th data-bbox="1019 485 1198 516">Deductible</th> <th data-bbox="1252 485 1425 516">Conditions</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">----- Minimum as per policy-----</td> </tr> </tbody> </table> <p>The contractor shall necessarily take Workmen Compensation Policy and Third Liability Policy.</p>	Insurance	Amount insured	Deductible	Conditions	----- Minimum as per policy-----			
Insurance	Amount insured	Deductible	Conditions							
----- Minimum as per policy-----										
42.	THIRD PARTY INSURANCE POLICY GCC Sub-Clause 42.5.4	<p>Total/Aggregate amount during the currency of the Contract: Rs. 50.00 Lakhs or '110% of Contract Value (Excluding GST)' whichever is lower.</p> <p>For any one occurrence: 50% of Total Aggregate Amount</p>								
43.	CONTRACT CATEGORY GCC Sub-Clause 45.2	<p>OVERHAULING/OTHER THAN OVERHAULING</p> <p>Permissible deviation limit for variations in Contract Items shall be as per GCC, unless otherwise mentioned in Scope of work</p>								
44.	ITB Clause 4.0	<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</p>								

S. No .	Clause Ref, in any	Special Conditions
		any misunderstanding or otherwise shall be allowed. The costs of visiting the site shall be borne by the bidder fully.
45.	ITB Clause 10 & 11.	<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 liasoning 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>
46.	GCC clause 22.0	DELETED

S. No .	Clause Ref, in any	Special Conditions
47.	GCC clause 1 Definitions	<p>Add sub clause (u) under GCC Clause-1 “ Definitions” as below:</p> <p>(u) “Sub-contractor from a country which shares a land border with India” means;</p> <ol style="list-style-type: none"> 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>(u1) The beneficial owner for the purpose of clause “v” above will be as under;</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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

S. No .	Clause Ref, in any	Special Conditions
		<p>or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>(u2) An Agent for the purpose of clause “(v)” is a person employed to do any act for another, or to represent another in dealings with third person:</p> <p>[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.</p> <p>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.</p>
48.	GCC Clause 26 “Sub Contracts”	<p>Added a new Clause 26.3 under GCC clause regarding “Sub Contracts” as under:</p> <p>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</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>Authority. The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of GCC/SCC.</p> <p>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.</p> <p>Procurement of raw material, components, etc. does not constitute sub- contracting.</p>
49.	GCC Clause 47.3 Termination for Contractor's Default	<p>Added a new sub Clause under GCC clause 47.3.1 as below:</p> <p>(j) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 26.3.</p>
50.	GCC Clause 51.0	<p>Replace GCC Clause 51.0 "Withholding/Banning" as under:</p> <p>51.0 Debarment</p> <p>The Employer has in place a Policy for Debarment from Business Dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be debarred with the Contractor on account of any Default by the Contractor under GCC Clause 47.3.1 & 47.3.2 or any of the grounds as detailed in the said Debarment Policy.</p> <p>The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev-4.</p> <p>All references to the "Policy for Withholding & Banning of Business Dealings" appearing anywhere in the Standard Bidding Documents shall be read as "Policy for Debarment from Business Dealings".</p>

S. No .	Clause Ref, in any	Special Conditions
51.	<p>New Clause in ITB - Anti-Bribery and Anti-Corruption (ABAC) Policy</p>	<p>Added a new Clause in ITB regarding Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>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:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>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 anticorruption and anti-bribery and the ABAC Policy of Employer.</p>

S. No .	Clause Ref, in any	Special Conditions
52.	New Clause in ITB - CONFLICT OF INTEREST	<p>Added a new Clause in ITB regarding CONFLICT OF INTEREST :</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids;or c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process. f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following: <ol style="list-style-type: none"> i. The principal manufacturer/service provider directly or through one Indian agent on his behalf; and ii. Indian/foreign agent on behalf of only one principal.

S. No .	Clause Ref, in any	Special Conditions
		<p>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.</p> <p>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.</p> <p>2. Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.</p>

S. No .	Clause Ref, in any	Special Conditions
53.	New Clause in GCC - Anti-Bribery and Anti-Corruption (ABAC) Policy	<p>Added a new Clause in GCC regarding Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>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’.</p> <p>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.</p>
54.	Add new ITB clause	<p>“Declaration regarding insolvency, bankruptcy and Liquidation</p> <p>The Bidder shall not be eligible for bidding, if the Bidder has become the subject of proceedings under any bankruptcy or insolvency laws either by way of voluntary insolvency initiation or upon a judicial order being passed to that effect, thereby admitting the Bidder to Corporate Insolvency Resolution Process (CIRP) or Liquidation proceedings under Insolvency and Bankruptcy Code, 2016 or has a receiver appointed over its properties under any law for the time being in force in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.</p> <p>The aforesaid ineligibility provision owing to the pendency of CIRP, Liquidation, appointed receiver shall also be applicable to any Associate, Collaborator, Technology Provider or Bidder’s Parent/Holding/Subsidiary company from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid.</p> <p>In case of a Foreign Company who is participating either as a Bidder or an Associate, Collaborator, Technology Provider which is undergoing</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>insolvency, bankruptcy or liquidation proceedings, as per the extant laws of the respective jurisdiction, shall also not be eligible for bidding or associating or collaborating or providing Technology or partnership with the Bidder.</p> <p>If, at the time of bid submission, any Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take technical and/or financial support for qualification in the bid, was not undergoing CIRP , Liquidation, Bankruptcy or similar proceedings but subsequently during the period of evaluation of bids, including but not limited to technical, commercial and financial evaluation, or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC, 2016 or any similar proceedings have started by any Judicial / Quasi-Judicial Body, the Bidder shall, with immediate effect, be considered as ineligible and his bid shall be rejected forthwith.</p> <p>An undertaking as per enclosed Proforma (Attachment-3L (i) of Techno-commercial bid form, Section VII) to the effect that the Bidder or its Associate, Collaborator, Technology Provider or Bidder's Parent/Holding/Subsidiary Company, from whom the Bidder has taken, or intends to take, technical and/or financial support for qualification in the bid, is not undergoing any Insolvency, Liquidation or Bankruptcy proceedings, shall be submitted by the Bidder along with its Techno-Commercial bid on the letter head of the Bidder duly signed by the authorized representative of the Bidder. Further, any Foreign Company which is acting as an Associate, Collaborator or Technology Provider, shall also submit an undertaking along with the Techno-Commercial bid of the Bidder that they are not undergoing insolvency, bankruptcy or liquidation as per the relevant laws of their respective jurisdiction.</p> <p>Further, the Bidder, from the submission of bid until the award of work, shall immediately inform the Employer of any proceedings / admission / orders passed for admitting the Bidder or any of its Associate,</p>

S. No .	Clause Ref, in any	Special Conditions
		<p>Collaborator or Technology Provider or Bidder's Parent/Holding/Subsidiary Company (from whom the Bidder has taken or intends to take technical and/ or financial support for qualification of bid) to CIRP by the Adjudicating Authority under IBC, 2016 or any similar proceedings under other applicable laws (in cases where IBC, 2016 is not applicable).</p> <p>Any suppression of such material facts or false declaration shall immediately render the Bidder liable for rejection of his bid, forfeiture of bid security/EMD and banning of business dealing as per terms and conditions of the Policy & Procedure for Debarment from Business Dealings.</p> <p>In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained."</p> <p>Confirmation to Attachment 3L shall be provided by accepting NIL DEVIATION attribute in GTE tab.</p>
55.	Settlement of Disputes (GCC clause 8)	Replace the existing clause with "Modified GCC Clause No. 8 - Settlement of Disputes", appended with GCC
56.	SETTLEMENT OF DISPUTES (GCC Clause 8) GCC Sub-Clause 8.5	The place of arbitration shall be Delhi .
57.	Add new clause in GCC	<p>Add new clause:</p> <p>GCC 8.2.I. (Appointment, Selection and Removal of IEs/Experts)</p> <p>The Panel of Experts for appointment as Independent Engineer is enclosed as Annexure-IV</p>

S. No.	Clause Ref, in any	Special Conditions
58.	Add new clause in GCC	<p>Add new clause:</p> <p>GCC 8.2.II.(iii) (Standard Operating Procedure (SOPs) for Independent Engineer (IE))</p> <p>Rs. 5,000/- per day shall be imposed on either party for failure to provide necessary information sought by IE during the course of investigation in time bound manner and the share of expenses of other party on IE shall be correspondingly reduced by above amount.</p>
59.	Add new clause in GCC	<p>Add new clause:</p> <p>GCC 8.2.III (Terms and Conditions for Payments to 'Independent Engineer')</p> <p>Retainer fee shall be Rs. 1,00,000 per month fixed for FY 2025-26.</p> <p>Site Visit Fee shall be Rs 20,000 per day fixed for FY 2025-26.</p> <p>The aforesaid fees shall be subject to change as per guidelines issued by Ministry of Power regarding 'Terms and Conditions for Payments to Independent Engineer', from time to time.</p>
60.	Add new clause in GCC	<p>Add new clause:</p> <p><i>GCC 8.3 (Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)</i></p> <p><i>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.</i></p>
61.	Add new clause in GCC	<p>Add new clause:</p> <p><i>GCC 8.4.2.2. (Conciliation Committees of Independent Experts)</i></p> <p>The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as Annexure-V.</p>

S. No .	Clause Ref, in any	Special Conditions
62.	Vendors' Grievances Redressal Mechanism	<p>All post award communication/ grievance will be addressed to Engineer-In charge at email id:- <u>*****@ntpc.co.in</u> (*Email id of EIC to be shared along with Purchase Order)</p> <p>In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id :- vendor_grievance_cpg2@ntpc.co.in</p>

Enclosures to SCC:

1. Annexure-I: Preference to Make in India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding
2. Annexure-II: FAQs of Vendor Payment Portal for Vendors
3. Annexure-III: An undertaking from the issuing Bank for BG
4. Annexure-IV: Panel of Experts for appointment as Independent Engineer
5. Annexure-V: Panel of Conciliation Committees of Independent Experts (CCIE)
6. Annexure-VI: List of Banks for BG
7. Annexure-VII: BG Forwarding Letter (Applicable for all Bank Guarantees, except BG towards bid security)