

**Buyer specific STC**

**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

**NAME OF PACKAGE: 200151025 BMC for miscellaneous electrical maint. works in Generator & auxiliaries, ACs and Water Coolers at NTPC Unchahar.**

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	<b>Name and address of Employer:</b> 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)  <b>Registered Office Address:</b> "NTPC Bhawan" Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India
2.	JOINT VENTURE/ CONSORTIUM	Not Applicable
3.	Documents in support of meeting	<b>The bidders who wish to participate in the bidding shall submit copy of enlistment certificate.</b>  <b>The execution capacity and AATO of the bidder shall be as per ATC.</b>

S. No	Clause Ref, in any	Special Conditions
	Qualifying Requirements (ITB Clause 5.4)	
4.	PRE-BID CONFERENCE (ITB clause 7.0)	Pre-Bid Conference: <del>Applicable/Not Applicable. (If applicable, details (date, place, etc.) of Pre Bid Conference to be mentioned.)</del>
5.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p><b>Attachment-11 Declaration on Local Content- Applicable/ <del>Not Applicable</del></b></p> <p>a) <b>Class-I local suppliers'/ <del>'Class-I local suppliers and Class-II local suppliers'</del></b> 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> <p><b>Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to condition stipulated below as well in General Technical Evaluation(GTE) / Attributes Annexure-IA of ATC:</b></p> <p><b><i>"We, the bidder, hereby Confirm that we are a LOCAL SUPPLIER and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCALCONTENT requirements of the Tender".</i></b></p> <p>Any false declaration towards Preference to Make in India clause of tender will be dealt in line with the Fraud Prevention Policy of NTPC.</p>
6.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p><b>Certificate prior to submission of last bill for payment- <del>Applicable/ Not Applicable</del></b></p> <p><del>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.</del></p> <p><del>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</del></p>

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		<del>be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</del>
7.	DOCUMENTS COMPRISING THE BID (ITB 11.3.1 (k))	<p><b>Attachment-11(A) Declaration for exemption from meeting the Minimum Local Content- <del>Applicable</del>/ Not Applicable</b></p> <p><del>Declaration regarding exemption from meeting the Minimum Local Content, as per the Employer's format.</del></p> <p><del>In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder may not be considered eligible for exemption from meeting the Minimum Local Content.</del></p>
8.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	<p><b>Add new Attachment/Clause</b></p> <p><b>Attachment 12 Integrity Pact – <del>Applicable</del> / Not Applicable</b></p> <p><del>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.</del></p> <p><del>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 of the Contract.</del></p>
9.	DOCUMENTS COMPRISING THE BID (ITB Cl. 11.3.1 (p))	<p><b>Add new Attachment/Clause</b></p> <p><b><del>Attachment No 12A: Details of Foreign Principals of Indian Bidders</del></b></p> <p><del>The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates (if applicable).</del></p>

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10.	DOCUMENTS COMPRISING THE BID  (ITB clause 11.0)	i. PAN, GSTIN and NTPC Enlistment letter issued by Vendor Development Cell, Raipur (NTPC Ltd.) ii. ATC document
11.	DOCUMENTS COMPRISING THE BID	<p><b>NIL Deviations Certificate</b></p> <p><b>Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to condition stipulated below: No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.</b></p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <p>(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.</p> <p>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, failing which the bid shall be rejected.</p>
12.	CURRENCY  (ITB Sub-Clause 12.2)	Indian Rupee
13.	BID PRICE AND PRICE BASIS  (ITB Clause 12.3)	Amount linked to Safety Aspects/ compliance to Safety Rules- <b>Applicable/Not Applicable</b> <b>Minimum percentage: Y= 5.00%</b>
14.	BID VALIDITY  (ITB Sub-clause 13.1)	120 days

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15.	BID SECURITY/ GUARANTEE/EARN EST MONEY (ITB Clause 14.0)	<p><b>Not Applicable/Applicable</b></p> <p><b>Value of EMD: INR 2,00,000/- (Two Lakhs Only)</b></p> <p><b>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. A scanned copy of EMD BG is to be uploaded on GeM Portal during Bid submission.</b></p> <p><b>The Bank Guarantees against bid security are to be submitted in the form of e-BG through NeSL platform [NTPC format Only].</b></p> <p><b>In case the bidder is not able to submit e-BG, due to some practical difficulties or constraints, physical BGs are also accepted.</b></p> <p><b>NOTE: DD/ Banker's cheque (BC) is not acceptable against EMD/bid security</b></p> <p><b>The PDF copy of e-BG shall be uploaded along with Bid.</b></p> <table border="1" data-bbox="512 1355 1528 2007"> <thead> <tr> <th colspan="3"><b><u>Necessary input required for preparation of e-BG are as follows:-</u></b></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> <tr> <td>6</td> <td>Pin Code</td> <td>110003</td> </tr> </tbody> </table>	<b><u>Necessary input required for preparation of e-BG are as follows:-</u></b>			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
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		7	Active Mobile Number of the Beneficiary (8544414015)
		8	Active E Mail Id of the Beneficiary (dhiraj@ntpc.co.in)
		9	NIT reference number Please mention Tender Reference Number (9900326254.)
		<p>The physical EMD-BG should be sent directly through post/courier at below mentioned address:</p> <p>AGM (USSC-C&amp;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 &amp; address of the Bidder).</p> <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>	

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		<p><b>(List of Stamp duty Charges (applicable at present) in different states attached in ATC).</b></p> <p><b>Replace the existing clause with the following:</b></p> <p>14.0 Bid Security</p> <p>14.1 Bid security shall be in the form of EMD BG / Insurance Surety Bond and to be uploaded along with Techno Commercial offer for the value as per GeM Bid. Hard copy of Original EMD BG shall reach USSC-Raipur (CBD building) within 05 working days from the Techno Commercial BOD, in line with GeM GTC.</p> <p>14.2 <b>The format of the Bank Guarantee shall be in accordance with the form of bank guarantee towards bid security / insurance Surety Bond from an Insurer as per the guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI), included in the Bidding Documents ONLY</b> <del>or as per the format of GeM EMD BG.</del> 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><b>14.4 Any bid not accompanied by an acceptable bid security as per tender provisions, shall be rejected by the employer as being non-responsive and shall not be processed further.</b></p> <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</p>

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		<p>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><b>14.8 The Bid Security may be forfeited</b></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> <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>

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		<p><b>14.9 Confirmation of physical BGs (including Bid Security) through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)</b></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="512 633 1520 943"> <tr> <td data-bbox="512 633 624 678">i</td> <td data-bbox="624 633 906 678">Bank Name</td> <td data-bbox="906 633 1520 678"><b>ICICI BANK LIMITED</b></td> </tr> <tr> <td data-bbox="512 678 624 723">ii</td> <td data-bbox="624 678 906 723">Branch</td> <td data-bbox="906 678 1520 723"><b>CONNAUGHT PLACE BRANCH</b></td> </tr> <tr> <td data-bbox="512 723 624 808">iii</td> <td data-bbox="624 723 906 808">Bank Address</td> <td data-bbox="906 723 1520 808"><b>9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001</b></td> </tr> <tr> <td data-bbox="512 808 624 853">iv</td> <td data-bbox="624 808 906 853">IFSC Code</td> <td data-bbox="906 808 1520 853"><b>ICIC0000007</b></td> </tr> <tr> <td data-bbox="512 853 624 943">v</td> <td data-bbox="624 853 906 943">BG Advising Message</td> <td data-bbox="906 853 1520 943"><b>IFN 760COV/ IFN 767COV via SFMS</b></td> </tr> </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:  <b>BG advising message:</b> IFN 760COV/ IFN 767COV via SFMS  <b>Field Number:</b> Particulars (to be mentioned in Row 1)  <b>7037:</b> NTPCBG (unique identifier)</p> <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&amp;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>	i	Bank Name	<b>ICICI BANK LIMITED</b>	ii	Branch	<b>CONNAUGHT PLACE BRANCH</b>	iii	Bank Address	<b>9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001</b>	iv	IFSC Code	<b>ICIC0000007</b>	v	BG Advising Message	<b>IFN 760COV/ IFN 767COV via SFMS</b>
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		<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 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>																		
16.	<p>CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</p> <p>(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="507 1444 1520 1883"> <tbody> <tr> <td data-bbox="507 1444 624 1489">i</td> <td data-bbox="624 1444 906 1489">Bank Name</td> <td data-bbox="906 1444 1520 1489"><b>ICICI BANK LIMITED</b></td> </tr> <tr> <td data-bbox="507 1489 624 1574">ii</td> <td data-bbox="624 1489 906 1574">Branch</td> <td data-bbox="906 1489 1520 1574"><b>9A, Phelps, Connaught Place, New Delhi-110001</b></td> </tr> <tr> <td data-bbox="507 1574 624 1619">iii</td> <td data-bbox="624 1574 906 1619">IFSC Code</td> <td data-bbox="906 1574 1520 1619"><b>ICIC0000007</b></td> </tr> <tr> <td data-bbox="507 1619 624 1704">iv</td> <td data-bbox="624 1619 906 1704">BG Advising Message</td> <td data-bbox="906 1619 1520 1704"><b>IFN 760COV/ IFN 767COV via SFMS</b></td> </tr> <tr> <td data-bbox="507 1704 624 1749">v</td> <td data-bbox="624 1704 906 1749">Field Number</td> <td data-bbox="906 1704 1520 1749"><b>7037</b></td> </tr> <tr> <td data-bbox="507 1749 624 1883">vi</td> <td data-bbox="624 1749 906 1883">Particulars (to be mentioned in Row 1)</td> <td data-bbox="906 1749 1520 1883"><b>NTPCBG</b></td> </tr> </tbody> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers.</p>	i	Bank Name	<b>ICICI BANK LIMITED</b>	ii	Branch	<b>9A, Phelps, Connaught Place, New Delhi-110001</b>	iii	IFSC Code	<b>ICIC0000007</b>	iv	BG Advising Message	<b>IFN 760COV/ IFN 767COV via SFMS</b>	v	Field Number	<b>7037</b>	vi	Particulars (to be mentioned in Row 1)	<b>NTPCBG</b>
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17.	<b>EMD exemption to Sellers exempted from furnishing Bid Security as per GeM GTC</b>	<b>Applicable/ <del>Not Applicable</del></b>  <b>Sellers exempted from furnishing Bid Security as per GeM GTC, irrespective of value</b>
18.	WORK SCHEDULE (ITB Clause 15.0)	<b>24 months, with provision of 03 months extension at same rate, terms and conditions of contract</b>
19.	SEALING AND MARKING OF BID (ITB Cl. 16.1)	<b>NA</b>
20.	BID SUBMISSION (ITB Cl.17.0 (A) (I))	<b>On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.</b>
21.	BID SUBMISSION (ITB Cl.17.0 (A)(II) (ii))	<b>On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.</b>
22.	SUBMISSION OF BID (ITB Clause 17 (A))	<b>On GeM Portal, in line with the provisions of GeM Bid document and GeM GTC.</b>
23.	ADDRESS FOR CORRESPONDENCE (ITB clause 17)	Refer NIT (Section -I)
24.	LATE EARNEST MONEY DEPOSIT (ITB Cl.19.0)	Original, hard copy of EMD BG will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.
25.	LOCATION OF BID OPENING (ITB clause 21.0)	Refer NIT(Section-I)
26.	EVALUATION CRITERIA	<b>Add new clause under ITB clause 23.1 regarding "BID EVALUATION", as under:</b>

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	(ITB clause 23.1.4)	<p><b>23.1.4</b> Bidders shall certify their compliance <b>“Restrictions on procurement from a Bidder of a country which shares a land border with India”</b> by accepting the following attribute at e-tender portal: <b>“Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India?” / “Do you certify full compliance to all provisions of Bid Documents?”</b></p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood “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, while competing for this contract, then its bid shall be rejected.</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 a sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor’s Default’ and shall be dealt accordingly.</p>
27.	EVALUATION CRITERIA (ITB clause 23)	<p><b>Lumpsum basis.</b></p> <p>Evaluation shall be on Lump sum basis.</p> <p>The Bid shall be awarded based on overall evaluated Techno- commercial L1 basis. 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 including the GST value as quoted by the party in their online offer. <b>The Offered/Quoted Prices on GeM shall be on all-inclusive basis i.e. including all taxes(GST), duties etc.</b></p> <ul style="list-style-type: none"> <li>• Evaluation criteria shall also include Price Preference to Micro &amp; Small Enterprises/MII as per annexure</li> </ul> <p>This evaluation criteria over-rides all other similar related clause appearing anywhere in the bid documents, and such clauses are deemed to have been modified to the extent stipulated above.</p>

S. No	Clause Ref, in any	Special Conditions
28.	<p>ABNORMALLY LOW RATED ITEMS</p> <p>(ITB Cl. 23.5)</p>	<p><b>Replace the existing clause with the following:</b></p> <p><b>ABNORMALLY HIGH OR LOW RATED ITEMS</b></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 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><b>OR</b></p> <p><b>ABNORMALLY LOW RATED ITEMS</b></p> <p>➤ <del>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)".</del></p> <p>➤ <del>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</del></p>

S. No.	Clause Ref, in any	Special Conditions																																																																								
		<p><b>complete the entire work complying to statutory requirements under the contract.</b></p> <p>➤ <b>Further, successful Bidder will be required to furnish Additional Bank Guarantee (BG) against all ALR Items on cumulative basis, as illustrated below:</b></p> <table border="1" data-bbox="512 667 1517 1525"> <thead> <tr> <th data-bbox="517 667 679 1043">BOQ No. (on which Premium / Discount is quoted)</th> <th data-bbox="679 667 847 1043">Total Amount of Employer's Cost Estimate (Rs)</th> <th data-bbox="847 667 1015 1043">Premium / Discount quoted by Successful Bidder (%)</th> <th data-bbox="1015 667 1182 1043">Total Amount quoted by Bidder (Rs)</th> <th data-bbox="1182 667 1350 1043">Whether ALR Item (ALR/ No)</th> <th data-bbox="1350 667 1513 1043">Differential Amount for ALR Items (Rs)</th> </tr> <tr> <th data-bbox="517 1043 679 1088">A</th> <th data-bbox="679 1043 847 1088">B</th> <th data-bbox="847 1043 1015 1088">C</th> <th data-bbox="1015 1043 1182 1088">D</th> <th data-bbox="1182 1043 1350 1088">E</th> <th data-bbox="1350 1043 1513 1088">F=(D-B)</th> </tr> </thead> <tbody> <tr> <td colspan="6" data-bbox="517 1088 1513 1133"><b>Illustrated Example-1</b></td> </tr> <tr> <td data-bbox="517 1133 679 1178">10</td> <td data-bbox="679 1133 847 1178">1000/-</td> <td data-bbox="847 1133 1015 1178">(-)10%</td> <td data-bbox="1015 1133 1182 1178">900/-</td> <td data-bbox="1182 1133 1350 1178">No</td> <td data-bbox="1350 1133 1513 1178">Nil</td> </tr> <tr> <td data-bbox="517 1178 679 1223">20</td> <td data-bbox="679 1178 847 1223">2000/-</td> <td data-bbox="847 1178 1015 1223">(-)9.9%</td> <td data-bbox="1015 1178 1182 1223">1880/-</td> <td data-bbox="1182 1178 1350 1223">No</td> <td data-bbox="1350 1178 1513 1223">Nil</td> </tr> <tr> <td colspan="5" data-bbox="517 1223 1350 1267">Cumulative Differential Amount (F)</td> <td data-bbox="1350 1223 1513 1267">Nil</td> </tr> <tr> <td colspan="5" data-bbox="517 1267 1350 1312">Amount of Additional BG</td> <td data-bbox="1350 1267 1513 1312">Nil</td> </tr> <tr> <td colspan="6" data-bbox="517 1312 1513 1357"><b>Illustrated Example-2</b></td> </tr> <tr> <td data-bbox="517 1357 679 1402">10</td> <td data-bbox="679 1357 847 1402">1000/-</td> <td data-bbox="847 1357 1015 1402">(-)11%</td> <td data-bbox="1015 1357 1182 1402">890/-</td> <td data-bbox="1182 1357 1350 1402">ALR</td> <td data-bbox="1350 1357 1513 1402">110/-</td> </tr> <tr> <td data-bbox="517 1402 679 1447">20</td> <td data-bbox="679 1402 847 1447">2000/-</td> <td data-bbox="847 1402 1015 1447">(-)15%</td> <td data-bbox="1015 1402 1182 1447">1700/-</td> <td data-bbox="1182 1402 1350 1447">ALR</td> <td data-bbox="1350 1402 1513 1447">300/-</td> </tr> <tr> <td colspan="5" data-bbox="517 1447 1350 1491">Cumulative Differential Amount (F)</td> <td data-bbox="1350 1447 1513 1491">410/-</td> </tr> <tr> <td colspan="5" data-bbox="517 1491 1350 1525">Amount of Additional BG [25% of (F)]</td> <td data-bbox="1350 1491 1513 1525">102.50</td> </tr> </tbody> </table> <p>➤ <b>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)'.</b></p> <p>➤ <b>Additional BG may be reduced on prorate basis upon successful execution of ALR Items on Six Monthly basis.</b></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)	<b>Illustrated Example-1</b>						10	1000/-	(-)10%	900/-	No	Nil	20	2000/-	(-)9.9%	1880/-	No	Nil	Cumulative Differential Amount (F)					Nil	Amount of Additional BG					Nil	<b>Illustrated Example-2</b>						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
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)																																																																					
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		<p>➤ <del>The additional Performance security shall be furnished by Contractor prior to release of 1st RA Bill/Mobilization advance.</del></p>
29.	INELIGIBILITY FOR FUTURE TENDERS (ITB clause 28)	<p><b>Replace the existing clause with the following</b></p> <p><b>INELIGIBILITY FOR PARTICIPATION IN RE-TENDER/FUTURE TENDERS</b></p> <p>28.1 Notwithstanding the provisions specified in ITB Sub-Clause 14.7 and ITB Clause 32, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security, and which results in retendering of the package, then such bidder/contractor 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.</p> <p>28.2 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 for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.</p> <p>28.3 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 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 retendering of the package, then such bidder/contractor 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 the contract and policy for Debarment from Business Dealings.</p>

S. No	Clause Ref, in any	Special Conditions
30.	ADHERENCE TO FRAUD PREVENTION POLICY (ITB Cl. 29.0)	<p><b>Replace the existing clause with the following</b></p> <p><b>ADHERENCE TO FRAUD PREVENTION POLICY</b> 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 <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> 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 <b>bid shall be rejected.</b></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>
31.	BENEFITS TO MSES (ITB Clause 31.0)	<p><b>MSE Benefits (Applicable/Not Applicable) for this work</b></p> <p><b>UDYAM REGISTRATION SHALL BE VALID DOCUMENT FOR MSE BENEFITS</b></p> <p><b>NOTE:</b> Regarding Udyam Registration Certificate,</p> <p><b>a)</b> Traders are excluded from the purview of Public Procurement Policy for MSEs Order,2012 and cannot be extended MSE benefit.</p> <p><b>b) Udyam Registration Number (URN) wherein, Major Activity has been mentioned as TRADING cannot be extended MSE benefits i.e. Exemption from Payment of EMD and Purchase Preference in Tenders.</b></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</p>

S. No	Clause Ref, in any	Special Conditions
		<p>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. <b>MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts.</b></p> <p><b>Micro and Small Enterprises (MSEs) having Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.</b></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><b>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.</b></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"> <li><b>Splitting is Not Applicable</b></li> <li>"In case MSE Benefit/ Purchase Preferences for MSE and/or Class-I local supplier is applicable as per the provisions specified 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.</li> </ol> <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</p>

S. No	Clause Ref, in any	Special Conditions
		<p>ranking &amp; eligibility based on Original quoted price of L-1 Bidder (before Negotiation)."</p> <p><b>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:</b></p> <p>a) SC-ST Women MSEs  b) SC/ST other than Women MSEs  c) Women MSEs  d) Other MSES</p> <p><b>NOTE: The SC/ST &amp; Women category of MSEs is identified only through URC (Udyam Registration Certificate)</b></p> <p><b>Rest procedure shall be as per Annexure -I to SCC</b></p>
32.	PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS (ITB Clause 32.0)	<p><b>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers</b></p> <p><b>Applicable / Not Applicable.</b></p> <p><b>32.1 Class-I local suppliers' / <del>'Class-I local suppliers and Class-II local suppliers'</del></b> 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> <p>OR</p> <p><del>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</del></p>

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		<p><del>relevant provisions of bidding documents in this regard before submission of their bids."</del></p> <p><b>32.2</b> 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 <b>Annexure-I to SCC</b> shall be applicable.</p> <p><b>Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non-Local Supplier shall be out rightly rejected.</b></p>
33.	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	<p>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 to General Conditions of Contract (GCC).</p> <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 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>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</p>

S. No	Clause Ref, in any	Special Conditions
		<p>descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>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>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 1 above means: -</p> <ul style="list-style-type: none"> <li>a) An entity incorporated, established, or registered in such a country; or</li> <li>b) A subsidiary of an entity incorporated, established, or registered in such a country; or</li> <li>c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or</li> <li>d) An entity whose beneficial owner is situated in such a country; or</li> <li>e) An Indian (or other) agent of such an entity; or</li> <li>f) A natural person who is a citizen of such a country; or</li> <li>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ul> <p>5 The beneficial owner for the purpose of 4 above will be as under:</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>Explanation—</p> <ul style="list-style-type: none"> <li>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.</li> </ul>

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		<p>ii) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</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>6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
	<p><b>30.1</b> Definitions</p>	<p>1.2 "Sub-contractor from a country which shares a land border with India" means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p>

S. No	Clause Ref, in any	Special Conditions
		<p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>1.2.1 The beneficial owner for the purpose of clause "1.2" above will be as under;</p> <p>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;</p> <p>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.</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>1.2.2 An Agent for the purpose of clause "1.2" 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,</p>

S. No	Clause Ref, in any	Special Conditions
		<p>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>
34.	CORRUPT FRAUDULENT PRACTICES OR	<p><b>Add new ITB Clause “Corrupt or Fraudulent Practices”, as under:</b></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 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>
35.	<b>New clause 5.4 under GCC- Finalisation of “Contract Coordination Procedure” for execution of Large</b>	<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>

S. No	Clause Ref, in any	Special Conditions
	<b>Value O&amp;M / Mega Contracts</b>	
36.	LAWS GOVERNING THE CONTRACT (GCC Clause 7.0)	The courts at <b>Raipur</b> shall have jurisdiction in all matters.
37.	HUMAN RESOURCES (GCC Clause 11.1)	As per Section-V-Technical Specifications.
38.	SECURITY DEPOSIT/CPG/PBG  GCC Cl. 19.0	<p><b>Replace the existing clause 19.1.1 with the following:</b></p> <p><b>Security Deposit</b></p> <p><b>5% of the total Contract Price</b></p> <p><b>(NOTE: In case order is placed on MSE-SC-ST or MSE-Women vendors, Performance Bank Guarantee/ Security Deposit shall be 2.5% of contract value in place of original 5% of contract value)</b></p> <p><b>The Security Deposit shall be held by the Employer as security for the due performance of the Contractor's obligations under the Contract.</b></p> <p><b>Add new clause:</b></p> <p>19.1.7 All physical BGs except BG issued by a Bank outside India and all Insurance Surety Bonds except those issued by an Indian Insurance company outside India , shall be received from issuing Bank/Insurance company 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>

S. No	Clause Ref, in any	Special Conditions
		<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 <b>ubg@ntpc.co.in</b> 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 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>

S. No	Clause Ref, in any	Special Conditions
		<p>19.1.8 A soft copy of the BG/Insurance Surety Bond is mandatorily required to be mailed to Unified Treasury Group at <a href="mailto:ubg@ntpc.co.in">ubg@ntpc.co.in</a> by the issuing Bank.</p> <p><b>19.1.9 Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)</b></p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>(i) Bank Name: ICICI Bank Limited  (ii) Branch: CONNAUGHT PLACE BRANCH  (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001  (iv) IFSC Code: ICIC0000007</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</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><b>19.1.12 Performance Security/Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through NTPC Customer Receipt Portal only</b>  <a href="https://pgw.ntpclakshya.co.in:5443/default.aspx">[https://pgw.ntpclakshya.co.in:5443/default.aspx]</a>. In such cases the</p>

S. No	Clause Ref, in any	Special Conditions																														
		<p>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> <table border="1" data-bbox="512 981 1528 1951"> <thead> <tr> <th colspan="3" data-bbox="512 981 1528 1070"><u>Necessary input required for preparation of e-BG are as follows:-</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="512 1070 580 1126">1</td> <td data-bbox="580 1070 911 1126">Beneficiary</td> <td data-bbox="911 1070 1528 1126">NTPC Limited</td> </tr> <tr> <td data-bbox="512 1126 580 1216">2</td> <td data-bbox="580 1126 911 1216">Pan Number of the Beneficiary</td> <td data-bbox="911 1126 1528 1216">AAACN0255D</td> </tr> <tr> <td data-bbox="512 1216 580 1350">3</td> <td data-bbox="580 1216 911 1350">Date of Incorporation of the Beneficiary</td> <td data-bbox="911 1216 1528 1350">07.11.1975</td> </tr> <tr> <td data-bbox="512 1350 580 1440">4</td> <td data-bbox="580 1350 911 1440">Beneficiary Bank IFSC Code</td> <td data-bbox="911 1350 1528 1440">SBIN0017313</td> </tr> <tr> <td data-bbox="512 1440 580 1574">5</td> <td data-bbox="580 1440 911 1574">Registered Address</td> <td data-bbox="911 1440 1528 1574">NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003</td> </tr> <tr> <td data-bbox="512 1574 580 1641">6</td> <td data-bbox="580 1574 911 1641">Pin Code</td> <td data-bbox="911 1574 1528 1641">110003</td> </tr> <tr> <td data-bbox="512 1641 580 1776">7</td> <td data-bbox="580 1641 911 1776">Active Mobile Number of the Beneficiary</td> <td data-bbox="911 1641 1528 1776"><i>(mobile number of EIC)</i></td> </tr> <tr> <td data-bbox="512 1776 580 1865">8</td> <td data-bbox="580 1776 911 1865">Active E Mail Id of the Beneficiary</td> <td data-bbox="911 1776 1528 1865"><i>(email id of EIC)</i></td> </tr> <tr> <td data-bbox="512 1865 580 1951">9</td> <td data-bbox="580 1865 911 1951">Contract reference number</td> <td data-bbox="911 1865 1528 1951"><i>(PO no.)</i></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	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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		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.												
40.	PRICE BASIS  (GCC clause 21)	Prices are <del>FIRM</del> <b>VARIABLE</b> <b>Please refer Scope of work for details</b>												
41.	TIME FOR COMPLETION  (GCC Sub-Clause 25.2)	<b>As specified in Section-V-Technical Specification/SCC (Section IV)</b>												
42.	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.												
43.	MATERIALS FOR THE PERFORMANCE OF THE CONTRACT  (GCC Clause 30)  GC Clause 30(b) (i)	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: <hr/> <table border="0"> <tr> <td style="width: 10%;">S. No.</td> <td>Material</td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td><b>As specified in Section-V, Technical Specification.</b></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td></td> <td>-----</td> </tr> <tr> <td></td> <td>-----</td> </tr> </table>	S. No.	Material	1.		2.	<b>As specified in Section-V, Technical Specification.</b>	3.			-----		-----
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44.	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.												
45.	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.												
46.	SAFETY EQUIPMENT	Details Safety equipments & safety Personal Protective Equipment as required for execution of work shall be as per Section-V, Technical Specification.												
47.	DEFECTS LIABILITY PERIOD  (GCC Clause 41)	(as per SOW).												
48.	EMPLOYER'S AND CONTRACTOR'S RISKS AND INSURANCE  (GCC Clause 42)  GCC Sub-Clause 42.5.2	<p>Insurance Cover: Amounts and Deductibles: ----- -----</p> <table border="1"> <thead> <tr> <th>Insurance</th> <th>Amount insured</th> <th>Deductible</th> <th>Conditions</th> </tr> </thead> <tbody> <tr> <td>-----</td> <td>-----</td> <td>-----</td> <td>-----</td> </tr> <tr> <td>-----</td> <td>-----</td> <td>-----</td> <td>-----</td> </tr> </tbody> </table> <p>----- Minimum as per policy-----</p> <p><b>The contractor shall necessarily take Workmen Compensation Policy and Third Liability Policy.</b></p>	Insurance	Amount insured	Deductible	Conditions	-----	-----	-----	-----	-----	-----	-----	-----
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49.	<p>THIRD PARTY INSURANCE POLICY</p> <p>GCC Sub-Clause 42.5.4</p>	<p><b>Total/Aggregate amount during the currency of the Contract:</b> Rs. 50.00 Lakhs or '110% of Contract Value (Excluding GST)' whichever is lower.</p> <p><b>For any one occurrence:</b> 50% of Total Aggregate Amount</p>
50.	<p>CONTRACT CATEGORY GCC Sub-Clause 45.2</p>	<p><b>OVERHAULING &amp; OTHER THAN OVERHAULING</b></p> <p>Permissible deviation limit for variations in Contract Items shall be as per GCC, unless otherwise mentioned in Scope of work</p>
51.	<p>Liquidated Damages</p> <p>GCC clause- 25.5.1</p>	<p>As per GCC</p>
52.	<p>ITB Clause 4.0</p>	<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>
53.		<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 &amp; specifications and to take the same into account while</p>

S. No.	Clause Ref, in any	Special Conditions
		<p>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>
54.	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"> <li>1. An entity incorporated, established or registered in such a country; or</li> <li>2. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>3. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>4. An entity whose beneficial owner is situated in such a country; or</li> <li>5. An Indian (or other) agent of such an entity; or</li> <li>6. A natural person who is a citizen of such a country; or</li> </ol>

S. No	Clause Ref, in any	Special Conditions
		<p>7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>(u1) The beneficial owner for the purpose of clause “u” above will be as under;</p> <p>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</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership 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.</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</p>

S. No	Clause Ref, in any	Special Conditions
		<p>the trust through a chain of control or ownership.</p> <p>(u2) 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:</p> <p>[Note:</p> <p>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>
55.	<b>GCC Clause 26 Sub Contracts</b>	<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 Authority.</p> <p>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>

S. No	Clause Ref, in any	Special Conditions
56.	GCC Clause 47.3 <b>Termination for Contractor's Default</b>	<p>Added a new sub Clause under GCC clause 47.3.1 as below:</p> <p>(k) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 26.3.</p>
57.	GCC Clause 51.0	<p><b>Replace GCC Clause 51.0 "Withholding/Banning" as under:</b></p> <p><b>51.0 Debarment</b></p> <p>The Employer has in place a Policy for Debarment from Business Dealings displayed on the website <a href="http://www.ntpc.co.in">www.ntpc.co.in</a> / <a href="http://www.ntpctender.ntpc.co.in">www.ntpctender.ntpc.co.in</a>. 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 &amp; 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 <b>Rev-4</b>.</p> <p>All references to the "Policy for Withholding &amp; Banning of Business Dealings" appearing anywhere in the Standard Bidding Documents shall be read as "Policy for Debarment from Business Dealings".</p>
58.	<b>New Clause in ITB - Anti-Bribery and Anti-Corruption (ABAC) Policy</b>	<p>Added a new Clause in ITB regarding <b>Anti-Bribery and Anti-Corruption (ABAC) Policy</b>:</p> <p><b>Anti-Bribery and Anti-Corruption (ABAC) Policy:</b></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 <a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a>.</p> <p>Submission of bid on GeM Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service</p>

S. No	Clause Ref, in any	Special Conditions
		providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at <a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a> 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.
59.	<b>New Clause in ITB - CONFLICT OF INTEREST</b>	<p>Added a new Clause in ITB regarding <b>CONFLICT OF INTEREST</b> :</p> <p>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:</p> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>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</li> <li>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</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> <li>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: <ul style="list-style-type: none"> <li>i. The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</li> </ul> </li> </ul>

S. No	Clause Ref, in any	Special Conditions
		<p>ii. Indian/foreign agent on behalf of only one principal.</p> <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><b>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.</b></p> <p>2. Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender vide ATC of bid:</p> <p><b>"Do you certify full compliance to all provisions of Bidding Document?"</b></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
60.	<p><b>New Clause in GCC - Anti-Bribery and Anti-Corruption (ABAC) Policy</b></p>	<p>Added a new Clause in GCC regarding <b>Anti-Bribery and Anti-Corruption (ABAC) Policy</b>:</p> <p><b>Anti-Bribery and Anti-Corruption (ABAC) Policy:</b></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 <a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a> 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>
61.	<p><b>Add new ITB clause</b></p>	<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 insolvency, bankruptcy or liquidation proceedings, as per the extant laws of the respective jurisdiction, shall also not be eligible for bidding or</p>

S. No	Clause Ref, in any	Special Conditions
		<p>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) <del>of Techno-commercial bid form, Section VII</del>) 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, 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>

S. No	Clause Ref, in any	Special Conditions
		<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 &amp; Procedure for Debarment from Business Dealings.</p> <p><del>In case of non-submission of the Attachment / Declaration with authorized seal and signature, the bid shall not be entertained."</del></p> <p><b>Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to above declaration and confirmation to Attachment 3L as well in General Technical Evaluation(GTE) / Attributes Annexure-IA of ATC.</b></p>
62.	Settlement of Disputes (GCC clause 8)	Replace the existing clause with "Modified GCC Clause No. 8 - Settlement of Disputes", appended with GCC
63.	SETTLEMENT OF DISPUTES (GCC Clause 8)  GCC Sub-Clause 8.5	The place of arbitration shall be <b>Delhi</b> .
64.	Add new clause in GCC	<p>Add new clause:</p> <p><b>GCC 8.2.I. (Appointment, Selection and Removal of IEs/Experts)</b></p> <p>The Panel of Experts for appointment as Independent Engineer is enclosed as <b>Annexure-IV</b></p>

S. No.	Clause Ref, in any	Special Conditions
65.	Add new clause in GCC	<p>Add new clause:</p> <p><b>GCC 8.2.II.(iii) (Standard Operating Procedure (SOPs) for Independent Engineer (IE))</b></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>
66.	Add new clause in GCC	<p>Add new clause:</p> <p><b>GCC 8.2.III (Terms and Conditions for Payments to 'Independent Engineer')</b></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>
67.	Add new clause in GCC	<p>Add new clause:</p> <p><b>GCC 8.3 (Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)</b></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>
68.	Add new clause in GCC	<p>Add new clause:</p> <p><b>GCC 8.4.2.2. (Conciliation Committees of Independent Experts)</b></p> <p>The Panel of Conciliation Committees of Independent Experts (CCIE) enclosed as <b>Annexure-V</b>.</p>
69.	Special Note (ATC)	<p><b>NTPC GCC, SCC and scope of the work shall supersede General Terms and Conditions (GTC) of GeM wherever there is any conflict.</b></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)