बिड संख्या/Bid Number: GEM/2026/B/7948750
दिनांक /Dated: 24-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-09-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-09-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Ntpc Sail Power Company Ltd
संगठन का नाम/Organisation Name	Ntpc Sail Power Company Ltd
कार्यालय का नाम/Office Name	Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hodcnm.cc@nspcl.co.in Buyer Email id: vidyathool@nspcl.co.in
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Tax Consultant; Finance& Accounts; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	1 Year(s) 2 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	3
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

S.No.	Name
1	RXIL
2	M1XCHANGE

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	***************, ***************, ***************, ***************, ***************

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:1787313419.pdf

Profile of Consultants:1787313422.pdf

Hiring Of Consultants - Milestone/Deliverable Based - Tax Consultant; Finance& Accounts; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Tax Consultant
Consultant's Profile	Finance& Accounts
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

---

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Nidhi Agarwal	110066,NSPCL, 4th floor, NBCC Tower, Bhikaji Cama Place, New Delhi	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   This is a republiished bid in view of the earlier bid number GEM/2026/B/7897969 Dt 14.08.2026, the reply to queries received for subject case is incorporated in the scope of present bid documents.

   1. Bidders are requested to read the bidding documents carefully before submission of their bids. The scope of work involves review, analyse, update and implement new taxation policies and systems for statutory compliance in NSPCL.
   2. The Bidder is required to quote their total Contract Price (Inclusive of all taxes & duties & including GST) on lump-sum basis on GeM portal for entire package.
   3. Submission of bid on GeM Portal shall be deemed as bidder’s unconditional acceptance to all the following Attributes:

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 LOCAL CONTENT requirements of the Tender. i.e., Acceptance of above condition shall be considered as Bidder’s confirmation tha t Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Sup plier as per bid document.

ii. We, the bidder, hereby accept the Fraud Prevention Policy of NSPCL. i.e., Acceptance of above cond ition shall be considered as bidder's confirmation that they shall abide by Fraud Prevention Policy of the Employer displayed on NSPCL’s website

iii. We, the bidder, hereby accept Policy for Debarment from Business Dealings of NSPCL. i.e., Accepta nce of above condition shall be considered as bidder's confirmation that they shall abide by Policy for Debarment from Business Dealings of NSPCL displayed on NSPCL’s website.

iv. We, the bidder, hereby certify full compliance to all provisions of Bid Documents. Acceptance of ab ove condition shall be considered as bidder's confirmation to the following:

(a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Add enda/ Errata (if any) are acceptable and no deviation has been taken in this regard.

(b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda / Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Pric e Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implicati on whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.

4. If any contradiction arises between NSPCL Bid documents and GeM terms & conditions, Terms & cond itions mentioned in NSPCL Bid documents shall prevail.

5. Bidders must submit duly filled formats as attached in the ATC along with the technical bid.

.

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file .

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be

determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

NTPC-SAIL Power Company Limited
(A Joint Venture of NSPCL & SAIL)

Bidding Documents

For

Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support.

BIDDING DOCUMENT NO. CMCC260035

CONTENTS

(This document is meant for the exclusive purpose of bidding against this package and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

NSPCL-SAIL Power Company Limited
(A Joint Venture of NSPCL & SAIL)

SECTION - IA

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1.0 DISCLAIMER

1.1 This Bid Document is not an agreement or an offer or invitation by Owner to Bidders or any third party. The purpose of this Bid Document is to provide Bidders with information to assist in the formulation of their Bids.

1.2 This Bid Document does not purport to contain all the information each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for Owner to consider the particular needs of each party who reads or uses this Bid Document. Certain Bidders may have a better knowledge of the Consultancy Assignment than the others. Each Bidder should conduct its own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.

1.3 Owner does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document.

1.4 Neither Owner nor its employees shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the Consultancy Assignment, or any other information supplied by or on behalf of Owner or its employees or otherwise arising in any way from the selection process for the award of the Consultancy Assignment.

1.5 Owner reserves the right in its sole and unfettered discretion, without any obligation or liability whatsoever to accept or reject any or all of the Bids at any stage of the bidding process without assigning any reasons.

1.6 Owner reserves the right to change, modify, add or alter the Bid Document at any time during the Bidding process.

2.0 DEFINITION OF TERMS

Unless defined otherwise, the following terms wherever used in this Document shall have the following meanings.

"**Bid Document**" **or "Bidding Documents"** shall mean this bid document issued to Bidders comprising: **(a)** Volume I – Conditions of Contract comprising of two sections - Instructions to Bidders (Section-IA), General Conditions of Contract (Section-IB) **(b)** Volume II- Scope Of Work **(c)** Volume III – Bid Proposal Sheets and (d) All Corrigendum/Amendments, if any, issued by Owner in accordance with this Bid Document.

"Consultant" or "Contractor" shall mean the Bidder whose Bid has been accepted by the Owner for award of the work and shall include his legal representatives, successors and permitted assigns.

“Consultancy Assignment” or “Work” or “Study” or “Assessment” or “Services” shall mean the complete consultancy work as per the scope of services specified in the Scope of Work, Vol. II of bidding documents.

“Contract” shall mean the Notice of Award of Contract/ Letter of Award, together with the documents referred to therein. These shall together constitute the Contract and the term “Contract” shall in all such documents be construed accordingly.

“Owner” or “NSPCL” or “Client” or “Employer” shall mean the NTPC SAIL Power Company Ltd., New Delhi, India (A Joint Venture of NSPCL & SAIL) and shall include their legal representatives, successors and permitted assigns.

“Engineer” or “Engineer-in-Charge” or “E.I.C.” shall mean the Officer appointed in writing by the Owner to act as “Coordinator” from time to time on behalf of Owner in all matters pertaining to this Contract. “Engineer-in-Charge” shall be authorized by the Employer for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.

“Indian Rupees” or the sign “Rs. / ₹” shall mean the currency of the Government of India.

“Notice of Award of Contract” / “Letter of Award” shall mean the official intimation from the Employer notifying the successful Bidder that its proposal has been accepted.

3.0 INTRODUCTION

NSPCL is a power sector company with a capacity 1104 MW in thermal and 10 MW in renewable energy (solar). Company operates plants in Durgapur, Bhilai and Rourkela that generates revenue in cost plus basis model with SAIL (a Maharatna PSU) as a single beneficiary and plant in Bhilai that operates as per CERC regulations.

The Company presently followed taxation policies and compliance mechanisms based on the erstwhile income-tax framework i.e Income tax Act,1961 and the rules rules/amendment thereunder.

Pursuant to the enforcement and applicability of the Income-tax Act, 2025 and related rules, notifications, circulars, and amendments issued thereunder with effect from 1st April’2026, NSPCL intends to review, analyse, update and implement new taxation policies and systems for statutory compliance.

Hence NSPCL is inviting tender for as per the Scope of Work mentioned hereinafter.

Bidders are required to refer detailed scope and services stipulated in the **Scope of Work, Vol-II.**

4.0 BIDDING DOCUMENTS

The Bidding Documents comprise the following:

(a) **Conditions of Contract (Vol. I)** comprising of:

Section IA: Instructions to Bidders (ITB)
Section IB: General Conditions of Contract (GCC)

(b) **Scope of Work (Vol. II)**

(c) **Bid Proposal (Vol-III)**

(d) Corrigendum/ Amendment if any

The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

These Documents are meant for the exclusive purpose of submitting a Bid by the Bidder against this specification only and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

The Terms and Conditions as per Bidding Documents are being incorporated through buyer added ATC in the GeM bid. Terms and Conditions stipulated in above mentioned volumes will supersede those in GeM GTC and STC in case of any conflicting provisions.

5.0 ISSUANCE OF CORRIGENDUM/ AMENDMENT/ CLARIFICATIONS

5.0 At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

The amendments will be posted at GeM portal (https://gem.gov.in) for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check GeM portal regarding posting of Amendment, if any.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of Bids.

5.1 If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once but in no case later than the last date of receipt of queries as specified by GeM, request through Representation tab of the on-line GeM bid. The representation tab shall be open for the time as specified by GeM. The Owner will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as displayed in GeM bid. The Employer will post the Clarifications under Representation tab at GeM portal. Bidders can view these clarifications once they are posted at the portal. Bidders are also advised to regularly check GeM portal regarding posting of clarification, if any. Further, no queries from Bidders shall be entertained after last date of receipt of Query.

5.2 All such interpretations and clarifications shall form an integral part of the specifications and Bidding Documents. Clarification(s), if any, required by the bidders, shall be through the option available at GeM portal.

6.0 UNDERSTANDING THE DOCUMENTS

6.1 The Bidder is required to carefully examine the specifications and Documents including corrigendum/amendment/clarification thereof and fully inform oneself as to all the conditions and matters which may in any way affect the works or the cost thereof.

6.2 Clarification(s), if any, required by the bidders, shall be addressed to -

Sr. Manager (CC&M)/AGM (CC&M)
NTPC SAIL Power Company Limited
4th Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi-110 066
Email: vidyathool@nspcl.co.in / hodcnm.cc@nspcl.co.in

Further the Owner may, at its discretion, ask the Bidder for a clarification of its bid.

The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Such clarifications sought by Owner shall be considered authenticated if sought over the signature of Sr. Manager(CC&M)/ AGM(CC&M) and clarification sought by any other person verbally or in writing shall not be given effect to by the Bidders.

6.3 Clarifications given by only through GeM portal by Concerned Officer shall be considered as valid clarifications. Clarifications issued by any other person shall not be binding on the Owner. Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

7.0 PREPARATION OF BID

7.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

7.1.1 Mode of Tendering

The tender is invited under e-tendering process. The bidders can enroll themselves on the Website https://gem.gov.in.

7.2 **Documents Comprising the Bid**

Single Stage Single Envelope (composite) bidding procedure shall be followed through e-tendering.

Bidders are required to submit their proposal **as per following:**

i) **“Envelope-I (Techno-Commercial) Bid" (as per Clause 7.3**).

ii) **“Envelope-II(Price) Bid" (as per Clause 7.4),**

by the last date and time of submission of ‘**Techno-Commercial Bid' and Price Bid'** as stipulated in the Bidding Document/subsequent communication in writing from the Owner.

The bidder has to submit Bid through GeM portal (electronic mode) only, by the last date and time of submission as stipulated in the GeM bid.

The bidders are requested to download the entire bidding documents from the GeM portal, within the date and time as specified in the GeM bid, after online registration in the above website.

7.3 **Envelope-I (Techno-Commercial) Bid**

The Bid submitted by the Bidder shall comprise of the following documents:

(i) Bid Security-Not Applicable for this tender

(ii) Power of Attorney

A power of attorney, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.

(The Authority of the person issuing the Power of Attorney shall also be submitted).

Bidder shall be required to submit the Power of Attorney of the Bidder / Collaborator(s), as applicable, along with the Authority of the person issuing the Power of Attorney through GeM portal**.**

(iii) Submission of bid online on GeM portal by the bidder shall be considered as acceptance of all provisions of Bidding Documents including but not limited to following:

(a) Bidder unconditionally adheres to NSPCL’s **Fraud Prevention policy** displayed on its website https://nspcl.co.in Further, any deviations, variations and additional conditions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Owner.

(b) Bidder's confirmation that they **certify full compliance to all provisions of Bidding Documents** and any deviation to the Provisions found anywhere in their

Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security, if submitted, shall be forfeited.

(c) Bidder's confirmation to the following conditions:

(1) Bidder have read the contents of Debarment Policy (version mentioned in BDS) displayed on the website https://www.nspcl.co.in and agreed to abide by this policy.

a) Bidder have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.

b) Bidder have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

c) Bidder’s Director(s)/ Owner(s)/ Proprietor/ Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NSPCL or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

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

(d) Bidder confirm that they have read and understood the ITB Clause regarding “**Restrictions on procurement from a Bidder of a country which shares a land border with India”** and its bid is in compliance to this clause.

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

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor’s Default’ and shall be dealt accordingly.

(e) Bidders confirmation on **fulfillment of requirements of Local content for class-I local supplier**.

(f) Bidder’s confirmation on compliance to “**Anti-Bribery and Anti-Corruption (ABAC) Policy**" of Employer.

(iv) Bid form proposal along with all attachments and Schedules shall be uploaded on the GeM portal by the bidder.

Bid Form	**Proposal**
Schedule-2	Details of Key Personnel
Schedule-3	Methodology of Execution of Assignment
Schedule-4	Undertaking by MSE Bidder

Bid Proposal Sheets, duly completed and signed by the bidder together with all Attachments mentioned above shall be uploaded on the GeM portal.

7.4 **Envelope-II(Price) Bid (Price) Bid**

The Price Bid shall be indicated on the Offer Price tab on GeM portal. Offer Price tab on GeM portal to be filled.

The components of Consultancy Fee for the above items to be quoted are **Basic Price in lump sum** inclusive of **GST**.

Bidders shall quote lump sum price inclusive of all the expenses for the entire scope of services inclusive of all taxes, duties and GST (prevailing rate of GST as on seven (07) days prior to deadline for submission of price bids) as per Scope of Works defined in the tender documents.

Price quoted at the GEM portal shall be considered for evaluation.

7.4.1 The Price Bid submitted by the bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments/ addenda/ corrigenda/ errata/ clarification issued by Employer to the bidding documents.

8.0 **PRICE BASIS**

Bidder should quote the lump sum price for the entire scope of services as per Scope of work specified in Scope of Work (Vol. II).
The aforesaid lump sum Price shall be on **FIRM price basis** and shall be inclusive of all taxes, duties, levies and GST, insurance charges, license fees, surcharges on taxes and duties etc.

Further, the quoted lump sum bid price shall also include all related expenses such as man-day charges, equipment charges, traveling expenses, administrative charges, documentation charges, laboratory charges, profit, overheads and other incidental expenses of whatsoever nature that may be required to be incurred by the Consultant/Bidder in connection with the successful completion of the Work. Owner will not bear any expenditure, whatsoever, on this account. However, any fees/charges payable by NSPCL to third parties like Central/State Govt/Railways etc. shall be borne by NSPCL".

9.0 **CURRENCY OF BID**

All prices quoted in Indian Rupees and all payments shall be made in Indian Rupees irrespective of the currencies in which the consultant incurs the expenditure during the execution of the assignment.

10.0 **BID SECURITY- Not Applicable for this tender**

11.0 **PERIOD OF VALIDITY OF BID**

The Bid shall be valid for Owner's acceptance for at least a period of four (4) months from the date of opening of Bid, during which the Bidder shall not vary, alter or revoke his Bid as a whole or in part. The Owner does not bind itself to accept the lowest or any bid or to give reasons for their decision.

In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or e-mail. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

12.0 **SIGNATURE OF BIDS/ OFFERS**

12.1 Deleted.

12.2 A power of attorney, indicating that the person signing the bid has the authority to sign the bid (and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 11.0) is to be submitted. Bidder shall be required to submit the Power of Attorney of the Bidder / Collaborator(s), as applicable, along with the Authority of the person issuing the Power of Attorney on the GeM portal. (The Authority of the person/ Board Resolution in this regard issuing the Power of Attorney shall also be submitted).

12.3 Further, Bidder to note that bid can be submitted/ digitally signed by only one person. The power of Attorney must be in the name of person digitally signing the bids.

12.4 The Consulting Agency's name stated on the proposal shall be the exact legal name of the firm.

12.5 Offers not conforming to the above requirements of signing may be disqualified.

13.0 **ONLINE SUBMISSION OF BID**

13.1 The Bid (comprising the Bid Form as per Vol-III, together with its Schedules and Price Schedules/BOQ) shall be submitted simultaneously at the https://gem.gov.in through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Physical Copy of the Bid shall be acceptable, except the documents specified to be submitted in physical form.

Bidder shall upload the completed Bid Forms, Attachments and BOQ along with all annexures on GeM. Bidders to ensure that all uploaded documents must be digitally certified.

Bidder to further ensure that documents uploaded online are being downloaded properly. Employer shall not be responsible for corrupt files, if any, uploaded online by bidder. Further file related to particular Attachment/Schedule including their annexures/ appendices, if any, shall be given name of that Attachment/Schedule only

14.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted online no later than the time and date stated in the Bidding Document/)/subsequent communication in writing from the Owner. The online bidding system will not allow bid submission after the respective specified expiry date and time. Bidder shall ensure that bid submission is completed well in advance of the time specified.

The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub Clause 5.0, in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.

15.0 and 16.0- DELETED

17.0 MODIFICATION AND WITHDRAWAL OF BIDS

17.1 The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission as per the system of GEM portal.

17.2 A Bidder wishing to withdraw its bid shall do so at GeM portal prior to bid submission deadline.

17.3 Request for bid withdrawal after the bid submission deadline will not be considered, and the submitted bid will be deemed to be a validly submitted bid.

17.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 11.0. Withdrawal, cancelling or varying any item thereof, of a bid during this interval may result in the Bidder's being ineligible for participation in the future tenders issued from NSPCL for a period of 06 months from the date of withdrawal of the bid.

18.0 OPENING OF TECHNO-COMMERCIAL BIDS

18.1 The Owner will first open, only Techno-Commercial Bid on the date and at the place specified in the Bidding Document/subsequent communication in writing from the Owner. In the event of the specified date for the opening of Techno-Commercial Bids being declared a holiday for the Owner, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

18.2 The date and time for opening of Price Bids shall be intimated separately by Owner after completion of evaluation of Techno-Commercial Bids.

19.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

19.1 The Owner will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to Bidding Documents. For purposes of this determination, a substantially responsive Techno Commercial bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the Bidders.

19.2 A bid determined as not substantially responsive/ unsolicited will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.3 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19.4 An affirmative determination will be a prerequisite for eligibility of Bidder for opening of their Price bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event, such Bidders will not be considered eligible for opening of his Price Bid.

20.0 OPENING OF PRICE BIDS AND EVALUATION

20.1 After the evaluation process of Techno-Commercial bid is completed, the Owner will inform in writing the eligible/ shortlisted Bidders regarding date, time and venue set for the opening of Price Bids. Bidders, whose Techno-commercial Bid is not substantially responsive/unsolicited, their Price Bid will not be considered.

20.2 Price Bids of those Bidders, whose Techno-Commercial Bid is found to be substantially responsive/shortlisted, will be opened. All important information and any such other detail, as may be considered appropriate by the Owner will be read out during the bid opening.

20.3 The **lump sum fee** including **GST** prevailing as on 7 days prior to date of Techno-Commercial bid opening as quoted by the Bidder in the Offer Price tab on GeM portal shall be considered for evaluation.

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.

Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected and bid security, if submitted, shall be forfeited.

20.4 **PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS**

The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%.

'Class-I 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."

Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

NOTE:

Bidder has to submit details in this regard in the Bid form.

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

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

A service provider who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions /amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/ preference, as applicable, under the aforesaid procedures for duration of the debarment.

False declaration in respect of Local content, shall be treated in line with the Fraud Prevention Policy of NSPCL.

The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

20.5 **BENEFITS TO MSEs**

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as per MSMED Act 2006 for goods produced and services rendered shall be eligible for MSE benefits. MSEs shall be issued the bid documents free of cost and shall be exempted from paying bid security.

It is advised that all the Prospective Bidders shall register and obtain Udyam Registration Certificate. It may be noted that w.e.f. 1st July 2022, Udyam Registration Certificate shall be only valid Certificate to avail the benefits as per Public Procurement Policy.

For procurement of the subject services (splitting is not possible), award shall be made as follows:

Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.Participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

a) If L1 bid is from an MSE, the contract will be awarded to L1.

b) If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the Contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and Contract shall be awarded accordingly.

c) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a Class-I local supplier.

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

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate and Undertaking for availing benefits/ exemptions as per PPP 2012 as per **Schedule-4** 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.

20.6 The Owner does not bind itself to accept the lowest or any offer or to give any reasons for its decision. The participating bidders may note that the decision of Owner shall be final and binding on all matters /issues arising out the bidding process.

20.7 After online opening of bids by the Owner, the participating bidders will be able to view the quoted bid prices of all the bidders.

21.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

21.1 The Bid Documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the Bid Documents, Owner shall be deciding authority with regard to the intention of the Bid Document and any such decision given by Owner in this regard shall be final and binding on the Bidders.

21.2 Any error in description, quantity or rate in the Price Schedule as mentioned in NSPCL e-tender site or any omission therefrom shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised therein according to the scope of services specified in the Scope of Works or from any of his obligations under the Contract.

21.3 If on checking, any difference is found between the rates given by the Consultant in words and figures or in the amount worked out by him in the proposal, the same shall be rectified in accordance with the following rules:

(a) In the event of discrepancy between prices quoted in words and figures, the description in words shall prevail.

(b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

(c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

If the Bidder does not accept the corrections of the errors as above, its Bid will be rejected and Bid Security, if submitted, may be forfeited.

22.0 CONTACTING THE EMPLOYER

No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

23.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

24.0 METHODOLOGY OF EXECUTION OF ASSIGNMENT

The Consultant shall include in the proposal, its organization chart and the methodology intended to be followed for successful execution of the assignment. This shall include

the Project leader, Recognized Qualified Person (RQP) and key personnel and their bio data having requisite experience in various areas as specified in Scope Of Services stipulated in Volume-II, who will be associated with the Assignment and with whom Owner would interact from time to time in connection with this assignment. The Consultant shall get the methodology approved from E.I.C.

25.0 LETTER OF AWARD/ GeM Contract

Subject to ITB Clause 23.0 (Owner's Right to Accept any Bid and to Reject any or all bids) and Employer's Policy for Debarment from Business Dealings, the Employer will award the Contract to the Bidder, whose bid has been determined to be substantially responsive and to be lowest evaluated bid for the subject package.

The Owner shall notify the successful bidder in writing by registered post or by email to be confirmed in writing by registered letter that its bid has been accepted. The Letter of Award/GeM Contract, together with the documents referred to therein shall constitute the Contract.

NSPCL shall generate Demand Order and GeM PO / Contract on GeM Website. The successful Bidder has to make the payment of "Transaction Fee and/or AMC" as per GeM Policy. In case, the successful Bidder fails and/or denies making the payment of "Transaction Fee and/or AMC" as per GeM Policy, further action shall be taken against bidder as per GeM Policy.

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

26.0 FRAUD PREVENTION POLICY

The Bidder along with its Associate/Collaborator/ Sub-contractors/ Sub vendors / Consultants /Service Providers shall strictly adhere to the Fraud Prevention Policy of NSPCL displayed on its tender website https://www.nspcl.co.in and shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.

27.0 Policy for Debarment from Business Dealings

The Employer has in place a Policy for Debarment from Business dealings displayed on the website https://www.nspcl.co.in. The version of Policy is Rev 04. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

Submission of bid online on GeM portal by the bidder shall be considered as acceptance of following

(1) Bidder have read the contents of Debarment Policy (version mentioned in BDS) displayed on the website https://www.nspcl.co.in and agreed to abide by this policy.

a) Bidder have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.

b) Bidder have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

c) Bidder's Director(s)/ Owner(s)/ Proprietor/ Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NSPCL or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

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

28.0 INELIGIBILITY FOR PARTICIPATION IN RE-TENDER

i. If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NSPCL for a period of 6 months from the date of withdrawal of the bid.

ii. 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, or does not submit an acceptable Performance Security pursuant to GCC Clause titled 'Contract Performance Guarantee', and which result in retendering of the package, then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the Contract and Policy for Debarment from Business Dealings.

iii. Notwithstanding the provisions specified in ITB, If a bidder after having been issued the Letter of Award, does not submit an acceptable Performance Security in line with Clause 7.0 of General Conditions of Contract, Vol.-I, Section-IB and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the Contract and Policy for Debarment from Business Dealings.

29.0 ACCESS OF TENDER DOCUMENT FROM GeM PORTAL

29.1 The prospective bidders in order to be able to access the bidding documents shall be required to compulsorily register/enroll themselves with GeM Portal which shall be a one-time process

29.2 The registered/enrolled prospective bidders shall be prompted to enter his user id & password. Subsequent to entering of user id & password and acceptance of the same by the system, the prospective bidder shall be authorized to access the bidding documents.

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

30.1 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-F to General Conditions of Contract (GCC).

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 bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract supplies/ services/

works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in Annexure-F to GCC.

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

30.2 “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.

30.3 “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.

30.4 “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 30.1 above means;

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

30.5 The beneficial owner for the purpose of clause “30.4” above will be as under;

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

Explanation

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

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

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

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

d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;

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

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

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

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

31.1 Definitions:

a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

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

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

c) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

d) Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on NSPCL website.

e) **Policy & Procedure for Policy for Debarment from Business Dealings**– shall mean the policy related to Policy for Debarment from Business Dealings displayed on NSPCL website.

31.2 Eligibility for Participation: 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.

31.3 Minimum Local Content: The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 60%.

31.4 DELETED

31.5 Verification of Local Content:

31.5.1 The 'Class-I local supplier' shall be required to provide, in the Application Form , self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.

31.5.2 The 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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.

31.5.3 DELETED

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

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

31.5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference,

as applicable@, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' shall be required to furnish a confirmation in this regard in the

Application form.
@ In case of debarment by NSPCL- Such Supplier shall not be eligible for evaluation, in case of debarment by any other entity except NSPCL Such Supplier shall not be eligible for preference.

31.6 Local Sourcing

31.6.1 The Applicants /its Sub-vendors must be Class-I local supplier for Item(s)/ works/ services mentioned at the NIA, as applicable, in case such item(s) are Self Manufactured/Bought-out.

31.6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

32.0 **Anti-Bribery and Anti-Corruption (ABAC) Policy (NTPC Policy is applicable for NSPCL)**

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/.**

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

33.0 **Conflict of interest:**

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 the bidding process, if:

a) they directly or indirectly control, 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 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

c) 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

d) Bidder participates in more than one bid in this bidding process.

For the purposes of this clause the term ‘control’ shall have the following meaning: “control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.

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

Submission of Offer at GeM Portal shall be considered as bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Conflict of Interest” and its bid is in compliance to this clause.

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

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

NTPC-SAIL Power Company Limited
(A Joint Venture of NSPCL & SAIL)

SECTION - I B

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1.0 DEFINITIONS

"Consultant" or "Contractor" shall mean the Bidder whose Bid has been accepted by the Owner for award of the work and shall include his legal representatives, successors and permitted assigns.

"Consultancy Assignment" or "Work" or "Study" or "Assessment" or "Services" shall mean the complete consultancy work as per the scope of services specified in the Vol. II of bidding documents.

"Contract" shall mean the Notice of Award of Contract/Letter of Award, together with the documents referred to therein. These shall together constitute the Contract and the term "Contract" shall in all such documents be construed accordingly.

"Date of Completion of Contract": Unless otherwise terminated under the provisions of any other relevant clause of the Document, Contract shall be deemed to have been completed after issuance of the certification from Engineer-in-Charge (E.I.C) that there is no demand outstanding against the Consultant and all liabilities under the Contract have been satisfactorily fulfilled by the Consultant.

"Date of Contract" shall mean the date on which the Notice of Award of Contract or Letter of Award has been issued by the Owner or any other date mentioned in the Notice of Award of Contract or Letter of Award, as the effective date of Contract, whichever is earlier.

"Owner" or "NSPCL" or "Client" or "Employer" shall mean the NTPC SAIL Power Company Ltd., New Delhi, India (A Joint Venture of NSPCL & SAIL) and shall include their legal representatives, successors and permitted assigns.

"Engineer" or "Engineer-in-Charge" or "* E.I.C." shall mean the officer appointed in writing by the Owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract. "Engineer-in-Charge" shall be authorized by the Employer for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.

"Final Report" will mean the final report/document submitted by the Consultant in respect of this assignment.

"Month" shall mean calendar month. "Day" or "Days" unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Consultant in its offer.

"Notice of Award of Contract" / "Letter of Award" shall mean the official intimation from the Owner notifying the successful Bidder that its proposal has been accepted.

"Starting Date" shall mean the date from which the periods specified for various activities are measured and as set forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule

“Week “shall mean a continuous period of seven (7) day.

The “Government” shall mean the “Government of India” or “Government of State where the site is located” or an authorized representative/agency/department of the “Government of India” or an authorized representative/agency/ department of the “Government of the state where the site is located”.

Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Any reference to “person” shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.

“Sub-contractor from a country which shares a land border with India” means;

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

The beneficial owner for the purpose of above clause will be as under;

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

   Explanation-

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

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

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

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

d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;

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

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

2.0 INSTRUCTIONS AND NOTICES

2.1 All notices to be given on behalf of Owner and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

2.2 All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the Consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

3.0 SETTLEMENT OF DISPUTES

3.1 Mutual Consultation

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

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

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

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

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

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

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

3.2 **Resolution of Dispute through Conciliation**

If the parties fail to resolve such a dispute or difference by mutual consultation within a period as specified at Cl. 3.1 above, the dispute if the parties agree, may be referred to Conciliation.

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

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

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

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

In case of failure of the conciliation process at the level of CCIE, the parties may withdraw from the conciliation process and take recourse to Arbitration proceedings or lad don legal process of Courts.

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

If the parties fail to resolve such a dispute or difference by mutual consultation and within a period specified at Cl. 3.1 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).

3.2.1.1 **Invitation for Conciliation through ESC:**

3.2.1.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation within a period as specified at Cl. 3.1 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

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

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

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

3.2.2 Conciliation through ESC:

3.2.2.1 Where Invitation for Conciliation has been furnished under GCC sub clause 3.2.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.

3.2.2.2 ESC will be formed from experts comprising of three members from the panel of conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore. CMD/ Chairman of Employer shall have authority to reconstitute the ESC to fill any vacancy.

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

3.2.3 Proceedings before ESC:

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

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

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

a. Chronology of the dispute

b. Brief of the contract

c. Brief history of the dispute

d. Issues

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

e. Details of Claim(s)/Counter Claim(s)

f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract

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

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

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

3.2.3.4 The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter- claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

3.2.3.5 ESC will conclude its proceedings in maximum 5 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement.CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.

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

3.2.4 **Fees & Facilities to the Members of the ESC**

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

S. No.	Fees/ Facility	Entitlement
1	Fees	Lumpsum fee of Rs. 2,50,000 per conciliator irrespective of the no. of meetings. *
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	Employer's conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for members out stationed members	As per entitlement of Independent Directors.

8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day

** Due to unavoidable circumstances, if there is requirement of more than 5 meeting to conclude the Conciliation proceedings, the same may be done at the discretion of ESC within the capping of fee of Rs 2.5 Lakhs per conciliator. However, logistic arrangements, including travel, etc. may be provided as per the extant Policy for such additional sittings.*

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

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

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

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

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

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

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

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 3.1, 3.2 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest.

3.2.7.1 Invitation for Conciliation through CCIE:

3.2.7.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at clause 3.1 and 3.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

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

3.2.7.2 Conciliation Committee of Independent Experts:

3.2.7.2.1 Where Invitation for conciliation has been consented to under GCC sub clause 3.2.7.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.

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

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

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

3.2.7.3 Proceedings before CCIE:

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

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

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

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

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

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

3.2.7.4 **Fees & Facilities to the Members of the CCIE**

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

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

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

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

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

In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse **to remedies as may be available to them under the applicable laws other than Arbitration.**

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

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

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

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

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

4.0 ARBITRATION

4.1 If the process of mutual consultation and IE (if applicable)and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties as and/or stlttlement of dispute through CCIE not exercised as mentioned in GCC sub-caluses mentioned at GCC Sub Clauses 3.1, 3.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) **is less than Rs. 10 crores.**

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

In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) *is* ***Rs. 10 Crores or above***, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter- claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

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

In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party under this contract, then the cumulative disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) in all such arbitrations shall be taken into account while arriving at the total disputed amount for the subject contract. Disputes having cumulative value less than Rs 10 crores shall be resolved through arbitration. In case the disputed amount (Claim/Counter claim, whichever is higher, excluding interest) is Rs 10 crores and above, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party.

4.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration.

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

Any dispute or difference raised by a party to arbitration shall be adjudicated by an arbitral tribunal consisting of three arbitrators, in the following manner:

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

b) The EMPLOYER and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator within 30 days, who shall act as presiding arbitrator of the arbitral tribunal. If the two arbitrators do not succeed in appointing a third arbitrator within 30 days of the latter of the two arbitrators has been appointed, the third arbitrator shall be appointed by the High Court of Delhi.

c) If one party fails to appoint its arbitrator within 30 days after the other party has named its arbitrator, the party which has named its arbitrator may approach the High Court of Delhi to appoint the second arbitrator.

d) If any member of the arbitral tribunal dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, a substitute shall be appointed in the same manner as the arbitrator whose mandate has terminated as above. After substitution of new member, the arbitration tribunal shall proceed with reference from the stage where the mandate of the arbitrator has been terminated.

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

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

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

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

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

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

d) The Arbitration shall be held at Delhi only.

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

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

4.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and

Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The limit on disputed amount as mentioned at clause 4.1 above *shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation and IE (if applicable) as brought out at GCC Sub Clause 3.1 and 3.2 above.*

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

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
b) the Employer shall pay the Contractor any monies due to the Contractor.

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

5.0 GOVERNING LAWS

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

6.0 TERMS OF PAYMENT

The Lump sum consultancy fees and terms of Payment shall be as mentioned in Vol-II.
In case of non-execution of any activity, the price component against the activity shall not be paid.

Owner shall reserve the right not to award the contract without assigning any reason thereof and also to stop the process at any stage and short close the assignment. In case of short closure of the assignment, the payment shall be processed as per the part of Scope of work completed.

7.0 CONTRACT PERFORMANCE GUARANTEE-Not Applicable

7.1 As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish in favour of the Owner, a performance guarantee in the form of Bank Guarantee from any Bank as per list enclosed at Annexure-D1 in proforma as at Revised Annexure-D* or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) in proforma as at Annexure–D2 to GCC in favour of the Owner within thirty (30) days of Letter of award. The guarantee amount shall be equal to Five percent (5%) of the total Contract Price for the entire work in accordance with the terms and conditions specified in the Contract and in the Bid Documents. The guarantee shall be valid till the expiry of three (3) months after the completion date of the last activity under the package. However, in case of delay in completion of last activity, the validity of this Bank Guarantee/ Insurance Surety Bond shall be extended by the period of such delay.

7.2 As an alternate to submission of Bank Guarantee towards Contract Performance Guarantee / Insurance Surety Bond, Contractor may also authorize NTPC to withhold 15% of the amount of fees claimed, as Retention Money, from every invoice/ bill raised by him until the retention money so deducted along with the cash deposit (at the beginning of the contract) reaches five percent (5%) of the total Contract Price. This Retention money along with cash deposit shall become due and payable to the Consultant on the expiry of 3 months after the completion date of the last activity under the package without any interest.

7.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bid Documents.

7.4 The Performance Guarantee will be returned to the Contractor without any interest on successful completion and fulfillment of all obligations at the end of the Contract.

7.5 All 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, NSPCL at below mentioned address:

Corporate Contracts & Materials
NTPC SAIL Power Company Limited,
4th Floor, NBCC Tower,
15, Bhikaiji Cama Place,
New Delhl-110066

A BG issued by a Bank outside India and Insurance Surety Bond issued by an Indian Insurance company outside India need to be submitted by the Bidder directly to the employer as defined in BDS. The BG/ Insurance Surety Bond also needs to bear stamp duty of appropriate value applicable to the place in NSPCL where BG/ Insurance Surety Bond 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/ Insurance Surety Bond in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.

a) A soft copy of the BG/ Insurance Surety Bond is mandatorily required to be mailed to CC&M Group at vidyathool@nspcl.co.in by the issuing Bank/

Insurance company.

b) CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT

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

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

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

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

Field Number: Particulars (to be mentioned in Row 1)

7037: NSPCL080299 (unique identifier)

c) All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.

d) Extension of all BGs/ Insurance Surety Bonds should be on Stamp paper of same value as that of the original BG/ Insurance Surety Bond. Minimum extension of any BG/ Insurance Surety Bond should be three months.

7.6 The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Performance security included in the Employer's Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Performance security included in the Employer's Bidding Documents only.

8.0 TAXES, DUTIES AND INSURANCE

8.1 All taxes, duties & levies (including GST as applicable) and surcharge on taxes, duties & levies, insurance charges, license fees, etc. including statutory variations during the currency of the contract applicable on transactions between the Consultant and their Sub-Consultant(s), if any, shall be payable directly by Consultant and shall be included in the lump sum bid price for the entire scope of work. Owner will not bear any expenditure, whatsoever on this account.

8.2 All taxes, duties & levies (except GST as applicable on direct transaction between the Consultant and Owner – as per Clause 8.3 below), surcharge on taxes, duties

& levies, insurance charges, license fees, etc. including any statutory variations there to arising out of the contract shall be payable directly by Consultant and shall be included in the lump sum bid price for the entire scope of work. Owner will not bear any expenditure, whatsoever on this account.

8.3 GST(%) as applicable between Owner and Consultant under this assignment as on 7 days prior to the date of bid opening will be indicated by the bidder in price break-up sheet. GST including statutory variations there upon during the currency of the contract shall be payable/ reimbursable/recoverable by Owner.

8.4 Further, Bidders are required to quote their lumpsum fee considering the available Input tax credit (ITC).

8.5 As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Consultant shall be responsible for such payments to the concerned authorities.
However, the Owner is entitled to deduct taxes at source from the payment to be made to the contractor in accordance with the Indian Tax laws and rules as applicable from time to time and deposit it with the concerned Authorities within the prescribed time.

The Contractor shall be required to submit the PAN & GSTN details to the Engineer- in-Charge before the submission of the first bill.

8.6 Tax liability, if any, on deputation of the Consultant's Personnel abroad shall also be borne by the Consultant and shall be the responsibility of the Consultant as per Tax Laws of India.

8.7 The Consultant shall be liable to take/maintain all necessary insurance at its own cost.

9.0 TRAVEL AND OTHER EXPENSES

All the Travel expenses, boarding & lodging charges, insurance & taxes, incurred by the Consultant’s personnel for journeys to site or Owner office at Delhi or to Owner projects or anywhere else required to carry out the services under the scope of this assignment, will be borne by the Consultant and the Owner will not take any responsibility whatsoever on this account. All the travel expenses (including, boarding, lodging, taxes & insurance) of the engineers of Owner traveling to Consultant's office in India shall be borne by Owner.

10.0 PROCEDURE OF PAYMENT

10.1 All the Invoices of payment shall be supported by necessary Documents and submitted for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.

The Owner shall pay to the Consultant all the admissible payment within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter.

If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Engineer-in Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the Consultant within thirty (30) days thereafter i.e. within seventy five (75) days from the date of receipt of invoice by the Engineer-in-charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

10.2 All payments made during the Contract shall be on account payments only. The Final Payment will be made on completion of the entire work and on fulfillment by the Contractor of all his liabilities under the Contract.

10.3 Bidder shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Bidder shall hold the Owner harmless & Owner shall not be liable for any direct indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change
in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.

10.4 **'Mode of Payment for Micro Small & Medium Enterprises (MSMEs)'**

"The Ministry of MSME, Government of India, vide Notification dated 30.06.2026 has mandated all operating CPSEs to route settlement of invoices pertaining to procurement from MSMEs through an RBI-authorised TReDS platform .Trade Receivables Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (Invoices) of MSMEs through invoice financing by multiple financiers. The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Ltd, (ii) A. TReDS Ltd. (ii) Receivables Exchange of India Ltd (RXIL) and (IV) C2FO Factoring Solutions Pvt Ltd to set up and operate TReDS platforms. The Respective TReDS platforms names of the above-mentioned entities are M1xchange, Invoicemart, RXIL and C2TReDS. NSPCL is transacting with all four TReDS platforms.

MSME Vendors may choose the any of the RBI-authorised TReDS platform for their payment. For queries/details, the vendor may directly contact respective exchanges.

Vendor must ensure the delivery of material and service before uploading invoices at TReDS portal for discounting. After uploading invoices on TReDS portal, vendor has to submit digitally signed invoices through mail or submit the original copy through courier in case of Non-GeM contract and in case of GeM Contract invoices shall be uploaded on GeM portal, immediately. All revenant documents required for processing of payments as per P.O/Contract terms and conditions shall be made available by the Vender along with the invoice.

11.0 **PROGRESSIVE PAYMENT**

All payments against the services shall be paid against production of invoice by the Consultant. The payment of such fees shall be released on stage-wise completion of the services including submission of the "Deliverables" and subject to acceptance, approval and certification by the Engineer-in-Charge in accordance with provisions of Vol-II.

12.0 **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

For any delays attributable to the Consultant beyond the scheduled period of completion of the entire assignment as per the agreed work schedule, the Consultant shall pay to Owner liquidated damages and not as penalty, an amount worked out at the rate of 1/2 % (one half of one per cent) of contract value for each calendar week of delay or part thereof. However, the total liability of the consultant under this clause shall not exceed 5% (5 percent) of the total Contract Value as awarded.

13.0 **HANDLING OF DOCUMENTS**

13.1 All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Consultant in connection with the services to be provided by the Consultant shall be the property of the Owner. As and when required or upon termination of the Contract, the aforesaid Documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.

13.2 The Consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from Owner under terms of the Contract or in performance thereof.

13.3 The Consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and/or site and/or plant, Contracts and installations in which Owner has an interest without prior written consent of Owner.

13.4 The Consultant shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.

13.5 It is understood that submission of such reports and reviews thereof by NSPCL shall not absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

14.0 ASSOCIATION OF OWNER ENGINEERS/ REPRESENTATIVES

14.1 OWNER may depute their engineers / representatives to be present during the entire period of consultancy assignment or any part thereof and they would be closely associated by the Consultant in all activities relating to the assignment for a fruitful interaction. Owner's authorized representatives will have to be provided necessary information whenever asked for.

14.2 The Engineers/ Representatives will also discuss results of studies/assignments and may make certain suggestions. The Consultant shall provide all facilities for Owner engineers/ representatives to have fruitful participation in the work. The Consultant shall submit all study results, draft sections/documents to the E.I.C. for his approval and the final document will be prepared after incorporating charges/ modifications/ additions/ alterations suggested by the E.I.C. The travel charges (to & fro) and the boarding and lodging charges of Owner engineers/representatives shall be borne by Owner.

15.0 ACCESS TO CONSULTANTS OFFICE

The authorized representative(s) of Owner shall be provided access to the Consultant's and/or his sub-Consultant's premises at any reasonable time during the pendency of this work for expediting, inspection, checking of the progress of the Consultant's work.

16.0 PROGRESS REPORT

16.1 The Consultant shall prepare and submit to the Engineer-in-Charge weekly progress report showing the progress and status of the 'Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Engineer-In-Charge. Draft formats of progress reports shall be finalized in consultation with the Engineer-in-charge.

16.2 It is understood that submission of such reports and reviews thereof by Owner shall not absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

17.0 OWNER'S RIGHT

Owner reserves the right for the following:-

17.1 Rejection of any or all offers without assigning any reason whatsoever.

17.2 Rejection of any offer with incomplete scope of work or which is an incomplete offer in the opinion of the Owner.

17.3 Review of the work performed by the Consultant either by Owner or through another consultant separately appointed by Owner and ask for any clarification and changes/modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed between the Owner and the Consultant and the same shall be incorporated by the Consultant in his work without any cost liability to the Owner and without any dilution of the responsibility of the Consultant.

18.0 CONFLICT OF INTEREST

Owner policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with any of their current obligations to other clients,that may place them in a position of being unable to carry out the assignment in the best interest of the Owner. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

(i) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

(ii) Relationship with Owner staff: Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of Owner who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Owner throughout the selection process and the execution of the contract.

19.0 LANGUAGE AND MEASUREMENT

The report must be submitted in English language. All reports, documents, correspondence of any other written material in connection with this work shall be submitted in English language only. However, the Public Hearing Document shall be made in both Hindi & local vernacular language. The metric system of measurement shall be used exclusively for carrying out these services.

20.0 CHANGES/ ADDITIONS/ DELETIONS

20.1 Owner shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, Owner will be advised accordingly and the same shall be mutually settled. However, the Consultant shall continue to carry out the work pending final settlement, if any.

20.2 Owner reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes Owner shall give to the Consultant a 30 days notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by Owner and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.

20.3 The corresponding fee for the deleted item(s) of work will be arrived based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation for the amount of work and services already performed in connection with the item(s) deleted from the scope, at a mutually acceptable fee.

21.0 LIABILITY OF THE CONSULTANT

21.1 Should any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work and release of Contract Performance Guarantee/Security Deposit by the Owner, the Consultant shall perform at its own initiative and free of any cost to Owner, all such services as shall be necessary to remedy the said defect or inadequacy.

21.2 The Consultant shall be further liable for the consequence of errors and omissions arising from gross negligence on its part or on the part of its employees or associates or experts to the extent of the Total Value of the Contract.

22.0 PATENT

22.1 The Consultant shall hold harmless and indemnify the Client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the use or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the Consultant.

22.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant. The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

23.0 TERMINATION

23.1 Termination for Default

23.1.1 The Owner may without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in part:

a) if the Consultant fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the Owner in writing;

b) if the Consultant fails to perform any other obligations(s) under the Contract; or

c) if the Consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the Owner.

23.1.2 In the event the Owner terminates the Contract in whole or in part, pursuant to para 23.1.1, the Owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the Consultant shall be liable to the Owner for any excess costs for such similar services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

23.2 **Termination for Convenience**

23.2.1 The Owner, may by written notice sent to the Consultant, terminate the contract, in whole or in part, at any time for its convenience, The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

23.2.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the Consultant's receipt of notice of termination shall be accepted by the Owner at the Contract terms and prices. For the remaining services, the Owner may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and/or

b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

23.3 **Termination for Insolvency**

23.3.1 The Owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

23.3.2 Upon termination of the Contract at any time for whatever reason by Owner, compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work which have been partially completed as per conditions stipulated under clause 23.2.2. The Consultant shall provide available Documentary evidences to this effect, acceptable to Owner.

23.3.3 Following issuance by Owner of a notice of termination and prior to the effective date of such termination, the Consultant shall:

i) terminate performance of work in progress under the Contract on the date and to the extent specified in the notice of termination;

ii) incur no further costs for services except as necessary to complete performance of any portion of the work under the Contract not terminated by the said notice;

iii) terminate all outstanding orders, service Contracts and sub-Contracts to the extent that they relate to the performance of work terminated by the notice;

iv) transfer title and deliver to Owner in the manner, at the times and to the extent, if any, as directed by Owner, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and computations, etc. which, if the Contract had been continued, would have been required to be furnished to Owner.

The termination of the Contract shall not relieve the Consultant of its duties and liabilities as per the Contract for the portion of the services performed prior to the effective date of termination.

24.0 **BANKRUPTCY**

If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wind up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, Owner shall be at liberty.

(a) To terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the Consultant may become vested.

(b) To give such liquidator, receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment upto an amount to be determined by Owner.

25.0 **SUSPENSION OF THE OBLIGATION**

25.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in Clause 26.0 or as the result of an agreement between the parties.

25.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

26.0 **FORCE MAJEURE**

Force Majeure is hereby defined as any cause which is beyond the control of the Consultant or Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of Contract such as:-

a) Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics.

b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes, etc. provided that either party shall within fifteen(15) days from the occurrence of such a cause notify the other in writing of such cause.

27.0 **ABANDONMENT OF WORK**

If any work included in the scope of specification to be done by the Consultant is abandoned or suspended for any cause or reasons which can not be attributed to the Consultant, payment shall be made on a pro-rata basis for the work actually done and reported by him.

28.0 **SUB-CONTRACT**

The Consultant cannot assign or sub-Contract any portion of this work without prior written consent of Owner.

29.0 **LIMITATION OF LIABILITIES**

(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

(c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the ‘total Contract Price less payments already released to the Contractor’.

30.0 **Not used**

31.0 **NO WAIVER**

If the Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve the Consultant of any of its responsibilities under the assignment.

32.0 **NOTICE OF DEFAULT**

In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forthwith.

33.0 **SUSPENSION OF WORK**

33.1 The Consultant shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof, for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

i) On account of any default on part of the Consultant; or
ii) For proper execution of the works or part thereof for reasons other than the default of the Consultant;
iii) For safety of the works or part thereof

The Consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that respect by the Engineer-in-Charge.

33.2 If the works are suspended by the Engineer-in-Charge for reasons as set out in items
(ii) and (iii) above, the Consultant shall be allowed (a) suitable extension of time in the completion date equal to the duration of suspension of works and (b) reasonable and demonstrable compensation for expenditure arising for execution of the work during such suspended period.

34.0 **CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM**

The Owner has in place an established ‘Contractor Performance and Feedback System’ against which the Contractor’s performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals.

In case the performance of the Contractor is found unsatisfactory on any of the following seven parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Owner:

- Engineering & Quality Assurance Capability
- Finance

- Supply
- Construction/ Installation
- Field Quality
- Safety
- Claims & Disputes

In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years.

On completion of the above ineligibility period, the Contractor would be required to submit a request to Owner for participating in future tenders specifying the measures taken to improve their performance. The Contractor may also request for early revocation of suspension after completion of at least two (2) year of the suspension period. On receipt of such request, the performance of the Contractor shall be assessed/evaluated by Owner and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders.

35.0 **WORK COMPLETION SCHEDULE**

The consultant is to complete the various activities within the time schedule as per Time schedule mentioned in Vol-II.

36.0 **Procedure for Contract Closing**

36.1 The closing of Contract shall be effected after successful completion of the scope of work and the defect liability period (if applicable) and the return/discharge of CPG/Security deposit (if applicable) of the Contractor

36.2 The following seven (7) certificates, as per the proforma enclosed at Annexure G1 to G7 to the GCC, shall be issued by the 'concerned departments of NSPCL'/ 'Consultant', as applicable, and submitted to the concerned authority designated in NSPCL for closing of Contracts:

CERTIFICATE NO-	CERTIFICATE DESCRIPTION	RESPONSIBILITY	LIMITING DATES FOR ISSUANCE OF CERTIFICATES
CCC-01	Certificate of Final Amendment to the Contract	Corporate Contract Services	2 Months from Scope Completion
CCC-02	Receipt of Deliverables Certificate	Corporate Engineering / Concerned Indenting deptt.	1 Months from Scope Completion
CCC-03	Scope Completion Certificate	Corporate Engineering / Concerned Indenting deptt.	2 Months from Scope Completion

CCC-04	Liquidated Damages for Delay Certificate	Corporate Engineering / Concerned Indenting deptt.	2 Months from Scope Completion
CCC-05	"Payment Reconciliation" Certificate	Corporate Finance	1 Months from Scope Completion
CCC-06	"No Demand Certificate" by Consultant	Consultant	1 Months from Scope Completion
CCC-07	Certificate for Return of BGs	Corporate Finance	3 Months from Scope Completion

36.3 Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 36.2.0 above. It shall be the responsibility of the contractor to submit all the documents alongwith the deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded. The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.

37.0 Deleted

38.0 Key Personnel

Except as the Employer may otherwise agree, no changes shall be made in the proposed Key Personnel. If, for any reason beyond the reasonable control of the Consultant, e.g. resignation, illness, accident, inadequate performance, or personality conflict, etc., it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Employer, without any additional cost implication whatsoever.

39.0 Anti-Bribery and Anti-Corruption (ABAC) Policy: (NTPC Policy is applicable for NSPCL)

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

ANNEXURE-D

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE-Not Applicable for this tender

*(*To be stamped in accordance with Stamp Act, if any, of the Country of the Issuing Bank*)*

Ref ……………   Bank Guarantee No……………
Date……………………………...

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the NTPC SAIL POWER COMPNAY LIMITED(NSPCL)., (hereinafter referred to as the `Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ______________________ with its Registered/Head Office at _____________________________________ (hereinafter referred to as the `Contractor' or 'Consultant', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.____ dated___ and the same having been unequivocally accepted by the Contractor resulting into a `Contract' valued at ___________ for__ *(Name of Contract)*______________________and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 5% (Five percent) of the said value of the Contract to the Owner.

We ________*(Name & address)*_________, having its Head Office at _______________ (hereinafter referred to as the `Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of ______as aforesaid at any time upto _______* *(days/month/year)*_______________ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ______________________________ and it shall remain in force up to and including ________*____________ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ______________________________________ whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _______________day of __________20___at _____________

(Signature) (Name)
(Designation with Bank Stamp) Authorised Vide Power of Attorney no...
Date...

NOTE: 1. * The date will be three (03) months beyond the Schedule date for completion of the last activity identified for relevant part of Assignment under the Package/ Contract.

2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents. The List of Banks acceptable to the Owner is enclosed as Annexure-D1.

3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Annexure-E - Form of Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Annexure- E and enclose the same with the Bank Guarantee.

5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014

6. The Bank Guarantee (BG) shall be accompanied with the BG forwarding letter in the format attached as (**Annexure no.-E1**) in the bidding documents.

ANNEXURE-D1

LIST OF BANK ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

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

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

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

ANNEXURE-D1

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

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

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

भारतीय स्टेट बैंक
State Bank of India

कॉरपोरेट लेखा समूह शाखा, जवाहर व्यापार भवन,
11-12 वां तल, 1, टॉलस्टाय मार्ग, नई दिल्ली–110 001
Corporate Accounts Group Branch, Jawahar Vyapar Bhawan,
11th & 12th Floor, 1, Tolstoy Marg, New Delhi-110 001

Tel.: 23374525, 23374505, 23374541 (AMT-1), 23353022 (DGM & COO), 23701043, 23359506 (A & A), 23352995 (CS), 23352968 (IB)
Fax: 23353101 (Sectt.), 23352793 (CS), 23353029 (IB)

Shri K.P. Gupta,
General Manager (Finance),
NTPC Limited
Scope Complex, 7, Institutional Area,
Lodhi Road,
New Delhi: 110 003.

CAG-I/AMT-1/2014-15/370 04.09.2014

Dear Sir,

Format of the Bank Guarantee (BG) issued by State Bank of India

We refer to your letter dated 3rd September 2014 wherein you have requested for excluding bidders/vendors of NTPC from insertion of additional Clause restraining assignment/transferability of BG.

Looking at our relationship with NTPC, as a very special case, we have since obtained waiver from our Authorities for excluding NTPC from insertion of the referred clause for BGs issued in your favour.

We are taking steps to issue suitable instructions to our offices for exclusion of this clause for BGs issued in favour of NTPC. In case any bidder or vendor submits to you a Bank Guarantee issued by any of our Branches containing the additional clause as mentioned above, request you to please bring it to our notice and advise us so that we can take-up with the concerned Branch for excluding it.

This is for your information and necessary action please.

Yours faithfully,

(Sandeep Mishra)
Deputy General Manager &
Relationship Manager, AMT-1

एनटीपीसी
NTPC

एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)

NTPC Limited
(A Govt. of India Enterprise)

केन्द्रीय कार्यालय/Corporate Centre

Ref. No.: NTPC/FC/CS/BG/01

Date : 03rd September 2014

Deputy General Manager,
State Bank of India,
CAG Branch,
12 th floor, Jawahar Vyapar Bhavan, 1, Tolstoy Marg,
New Delhi 110 001

Kind Atten: Sh. Sandeep Mishra

Sub: Format of the Bank Guarantee (BG) issued by State Bank of India – reg.

Dear Sir,

NTPC Limited is India's largest Power Company and a 'Maharatna PSU' with a significant presence in the entire value chain of power generation business. The procurement process of NTPC requires its participating Bidders to submit Bank Guarantees (BGs) as Bid security/other securities in a fixed format provided by NTPC.

It has been observed recently that BGs issued by various branches of State Bank of India are inserting the following additional clause.

QUOTE

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee of agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

UNQUOTE

The inclusion of the aforesaid clause in the BGs restricts the rights of NTPC under the BG and it may not be possible for NTPC to accept the aforesaid clause in the BGs submitted to us by our Bidders. It may also be mentioned that incorporation of the above additional clause in the BG results in the BG being returned by NTPC and consequently rejection of the bids of parties that have submitted such BGs.

In view of the above, it is requested that please take up at appropriate levels so that suitable instructions are issued to all your branches not to incorporate any such additional clause and henceforth BGs may be issued strictly as per NTPC format only.

Kindly acknowledge the receipt of this letter

Yours faithfully,

(K.P.Gupta)
General Manager (Finance)

Copy for Kind information: ED(CC&M)

एन टी पी सी भवन स्कोप काम्पलैक्स, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली-110003 टेली/Tel.: 24360100, फैक्स/Fax : 011-24361018
NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, वेबसाइट/Website : www.ntpc.co.in

ANNEXURE-D2

Form of Insurance Surety Bond towards Performance Security-**Not Applicable for this tender**

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

Insurance Surety Bond No. ....
Date..

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the .... *[Employer's Name]* .... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.................... *[Contractor's Name]*........................... with its Registered /Head Office at .... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. .... dated........... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No............. dated ...., valued at .... for .... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ....(*)..........%(.......... percent) of the said value of the Contract to the Employer.

We ....*[Name & Address of the Insurer]*.................having its Head Office at ....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of ....(*).................... as aforesaid at any time up to ....(@)...................... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this

Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to ....(*)......................... and it shall remain in force upto and including ....(@)...................... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ....*[Contractor's Name}*............ on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. ....
(Signature)
....
(Name)
....
(Official Address)

....
(Signature)
....
(Name)
....
(Designation with Insurer Stamp)

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

2. ....
(Signature)
....
(Name)
....
(Official Address)

Notes : 1. (*) This sum shall be Five percent (5%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the
Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

ANNEXURE-D3

Not Applicable for this tender

FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND

Ref. No.: .... Date:

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. dated for…..[indicate value of Bank Guarantee/Insurance Surety Bond]………………….favouring yourselves expiring on account of M/s……………… (Name of Bidder)…………….in respect of Contract for (Insert Package name) (Insert Project Name) project,Contract No. dated……………….. (hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/s …………………….we ………………….Bank branch office at…………………………… and having its Head office at …………………do hereby extend our liability under the above mentioned guarantee No. …………………..dated…………………… for a further period of …………………..year/months from …………………….to expire on ………………..

Except as provided above, all other terms and conditions of original Bank Guarantee/Insurance Surety Bond No…………………… dated………… shall remain unaltered and binding.

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

…………………………
(Signature)
…………………………
(Name)
…………………………..
(Designation with Bank Stamp)
Authorised vide
Power of Attorney No…..
Date……………………

Dated
SEAL OF BANK/INSURANCE COMPANY

Note:

1. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/estamp

paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

ANNEXURE-E

BANK GUARANTEE/ INSURANCE SURETY BOND VERFICATION CHECKLIST

1. Bank Guarantee/ Insurance Surety Bond No.
2. Issuing Bank/Insurer
3. Amount of BG/ Insurance Surety Bond
4. Nature of BG/ Insurance Surety Bond & No. of Pages
5. Validity of BG/ Insurance Surety Bond
6. Package Description
7. Party & Contracts Ref. — Name, Address, Tel, Fax, e-mail, Contract No. Package Name
8. Bank Reference — Name, Address, Tel. Fax, E-mail

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

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

Date :

Place :

Signature ....

Printed Name ....

(Designation) ....

(Common Seal) ....

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee/Insurance Surety Bond.

ANNEXURE-E1

(BG forwarding letter from Bank to NSPCL in Bank's letterhead)

To

NTPC-SAIL POWER COMPANY LIMITED
4th Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi-110 066

Sub: Submission of Bank Guarantee

Bank Guarantee No.	
Date of Issue	dd. mm. yyyy
Guarantee Amount	Currency Amount
Date of Expiry of BG	dd. mm. yyyy
Last date of lodgment of claim	dd. mm. yyyy
Name, Address and IFSC code of BG issuing Bank	Name: Address: IFSC code:
Contract/Letter of Award/PO No.	
Name & Address of the Applicant / Contractor	Name: Address:

We confirm that SFMS has been sent to your

beneficiary bank as below: ICICI Bank Limited,

Connaught Place Branch,
9A, Phelps Building, Inner Circle,
New Delhi - 110001 IFSC Code:
ICIC0000007

We also confirm the genuineness of the signatures appearing on the said guarantee/extension and further also confirm that the same has been signed by the competent authority of the bank.

Signature with Seal

.

ANNEXURE-F

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

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

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I.**

2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -

    a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed*: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.

    b) *If the tendering process has crossed the first exclusionary qualificatory stage*: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
   a. to all Autonomous Bodies;
   b. to public sector banks and public sector financial institutions; and
   c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
   d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
   e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

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

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

8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

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

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

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

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

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

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

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

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

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

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

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Secretary DPIIT with a request to initiate action as provided under Annex I

(4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

Annex I: Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required**.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

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

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance**.

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

8/12

Annex II: Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.

C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

Annex III

Model Clause /Certificate to be inserted in tenders etc.

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

Model Clauses for Tenders

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

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

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

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

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

Explanation—

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

10/12

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

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

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

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

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

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

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

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

11/12

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

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

Model Certificate for GeM:

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

****

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders 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.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

CERTIFICATE NO.	CERTIFICATE DESCRIPTION	RESPONSIBILITY	LIMITING DATES FOR ISSUANCE OF CERTIFICATE®
CCP-01	Certificate of Final Amendment to the Contract	Corporate Contract Services	7 Months from #
CCP-02	Drawing Receipt Certificate	Corporate Engineering	2 Months from #
CCP-03	QA Documents Receipt Certificate	CQA&I	2 Months from #
CCP-04	O&M Manual Receipt Certificate	Corporate Engineering	4 Months from #
CCP-05	Scope Completion Certificate	Site Erection	8 Months from #
CCP-06	Liquidated Damages for Delay Certificate		
(a)	For cases where LD for delay is settled by Corporate Contracts	Corporate Contract Services	7 Months from #
(b)	For cases where LD for delay is settled by the Regions/ Site	Concerned Site/ Regional offices	7 Months from #
CCP-07	Shortfall in Equipment Performance Certificate	• Corporate OS : Site Performance Test- Cat-I • Regional OS: Site Performance Test- Cat-II • Site : Site Performance Test- Cat-III • CQA&I : Shop Test	5 Months from Performance and Guarantee (PG) Tests
CCP-08	"Material Reconciliation" Certificate	Site Erection & Site Materials Mgmt.	6 Months from #
CCP-09	"Payment Reconciliation" Certificate : Indian Contractor	Site Finance	6 Months from #
CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor	9 Months from #
CCP-11	"No Demand Certificate" by Contractor	Contractor	6 Months from PG Tests/ $
CCP-12	Certificate for Completion of Warranty Period	Site Erection/ O&M*	14 Months from Trial Operation/ Completion of Facilities

CERTIFICATE NO.	CERTIFICATE DESCRIPTION	RESPONSIBILITY	LIMITING DATES FOR ISSUANCE OF CERTIFICATE@
CCP-13	Certificate for Return of BGs/ Indemnity Bonds etc.	Site Finance/ Corporate Finance	All BGs except CPG: 5 Month from Trial Operation / Completion of Facilities CPG: 15 Months from Trial Operation/ Completion of Facilities

* O&M applicable in case of R&M contracts
@ In case the Contract involves more than one unit of the project, the limiting dates shall be in respect of last unit.
\# Package Coordinator will mention the last milestone (e.g. Completion of Facilities) to be executed/completed under the respective packages as per the Work Schedule

$ In those packages where PG test is not envisaged, Limiting Dates for Issuance of CCP-11 ("No Demand Certificate" by Contractor) will be "6 Months from last milestone to be executed/completed under the respective packages as per the Work Schedule".

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY CORPORATE CONTRACT SERVICES)

CERTIFICATE NO. CCC-01

NAME OF PACKAGE:

LETTER OFAWARD/ NOA/ CONTRACT NO. :

NAME OF CONSULTANT:

DATED:

PROJECT:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No. _ _ _ _ _ dated _ _ is the last amendment issued.

Signature ... ...

Date ... ...

Place... ... ...

Name... ... ...

Designation ... ...

Annexure-G2

PROFORMA FOR DRAWING RECEIPT CERTIFICATE

(TO BE ISSUED BY ENGINEERING/ CONCERNED INDENTING DEPTT.)

CERTIFICATE NO. CCC - 02

NAME OF PACKAGE: **LETTER OF AWARD/NOA/ CONTRACT NO. :**

NAME OF CONSULTANT: **DATED:**

PROJECT:

This is to certify that we have received all the deliverables in requisite number which were to be submitted by the Contractor along with the reproducibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the above mentioned LOA/Contract.

Signature ... ...

Date ... ...

Place... ... ...

Name... ... ...

Designation ... ...

Annexure-G3

PROFORMA FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY ENGINEERING/ CONCERNED INDENTING DEPTT.)

CERTIFICATE NO. CCC - 03

NAME OF PACKAGE: **LETTER OF AWARD/NOA/ CONTRACT NO.:**

NAME OF CONSULTANT: **DATED:**

PROJECT:

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:

   i) Final Amendment No.______________________(As per CCC-01)
   ii) Any other documents(specify)

Signature ... ...

Date ... ...
Place................

Name... ... ...
Designation ... ...

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

(TO BE ISSUED BY ENGINEERING/ CONCERNED INDENTING DEPTT.)

CERTIFICATE NO. CCC-04

NAME OF PACKAGE: **LETTER OF AWARD/NOA/ CONTRACT NO.:**

NAME OF CONSULTANT: **DATED:**

PROJECT:

This is to certify that the issue regarding liquidated damages for delay as per the provisions of clause______________of the above contract/ LOA has been resolvedwith the approval of the Competent authority vide reference _ _ __ _ _ _ _ (copy enclosed).

Signature ... ...

Name... ... ...
Designation ... ...

Date ... ...
Place... ... ...

Note: *This Certificate shall be applicable to Consultancy Contracts, where Liquidated Damages for Delay have been envisaged in the Contract.*

Annexure-G5

PROFORMA OF "PAYMENT RECONCILIATION" CERTIFICATE

(TO BE ISSUED BY CORPORATE FINANCE)

CERTIFICATE CCC - 05

NAME OF PACKAGE: **LETTER OF AWARD/NOA/ CONTRACT NO. :**

NAME OF CONSULTANT: **DATED:**

PROJECT:

This is to certify that,

1) All the payments against the above mentioned LOA/Contract released to the. Contractor from Corporate Finance have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.

2) No recoveries are pending from the Contractor under any of the items advised by Corporate Engineering Department / Concerned Indenting deptt./ Concerned Execution Deptt.

Signature ... ...

Date ... ...
Place... ... ...

Name... ... ...
Designation ... ...

Annexure-G6

PROFORMA OF"NO DEMAND CERTIFICATE" BYCONTRACTOR
(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCC-06

NAME OF PACKAGE: **LETTER OF AWARD/ NOA/ CONTRACT NO.:**

NAME OF CONSULTANT: **DATED:**

PROJECT:

We, M/s ... . (Consultant) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from NSPCL in respect of our aforesaid LOA/Contract No... .... dated.... ....including amendment's if any, issued by NSPCL., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with NSPCL under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NSPCL with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature ... ...
Name... ... ...
Designation ... ...

Date ……………....
Place...………....

(This certificate shall be accompanied by the Power of attorney of the signatory)

Annexure-G7

PROFORMA OF CERTIFICATE FOR RETURN OF B.G.'S

(TO BE ISSUED BY CORPORATE FINANCE)

CERTIFICATE NO. CCC-07

NAME OF PACKAGE: **LETTER OF AWARD/NOA/ CONTRACT NO.:**

NAME OF CONSULTANT: **DATED:**

PROJECT:

This is to certify that all the Bank Guarantee received for the above mentioned LOA/Contract have been returned in original to the consultant.

Signature ....

Date ....
Place................

Name.............................
Designation ....

**Delete whichever is not applicable.*

NTPC-SAIL Power Company Limited
(A Joint Venture of NTPC & SAIL)

Volume-III

BID PROPOSAL

CONTENTS

BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID

- POWER OF ATTORNEY DULY NOTARIZED BY A NOTARY PUBLIC INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN THE BID AND THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY BACKED BY A COPY OF BOARD RESOLUTION/OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY TO BE FURNISHED ALONG WITH THE BID.

- POWER OF ATTORNEY TO THE AUTHORISED SIGNATORY OF THE BIDDER FOR SIGNING OF BID., TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID.

- DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS.

BID FORM

Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support.

Bidder's Proposal Ref. No.: ……..

Bidder's Name & Address: Date:

Person to be contacted:

Designation:

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address:

Dear Sirs,

1.0 Having examined the Bidding Documents including its subsequent amendments and clarifications, if any, uploaded by Employer on E-Tender website, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Proposal.

2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

3.0 **COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS**

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We understand that submission of our bid online on GeM portal shall be considered as acceptance by us of all provisions of Bidding Documents including but not limited to following:

(i) Full Compliance to All Provisions of Bid Doc?"

(ii) "Acceptance of the Fraud Prevention Policy of NSPCL"

(iii) "Acceptance of the Policy for Debarment from Business Dealings"

(iv) "Full compliance on ITB Clause "Restrictions on procurement from

a Bidder of a country which shares a land border with India?"

(v) Confirmation on fulfilment of requirements of Local content for class-I local supplier

(vi) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC(NTPC Policy is applicable for NSPCL)

(vii) Provisions of Conflict of Interest

3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

4.0 We declare that our quoted total Bid Price in Indian Rupees on firm price basis for the entire scope of work including any time extension granted by the Owner for **Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support** as specified in the Bidding Document is submitted in GeM portal. **The bid price submitted at the GeM portal is inclusive of GST.**

4.1 We further declare that our evaluated price including Discount, if any, shall be used for evaluation of bids.

4.2 We declare that the above-mentioned quoted price is firm and shall not be subject to any price adjustment and shall remain valid for the entire period of the consultancy assignment including any time extension granted by the Owner.

4.3 We understand that Goods and Service tax on Consultancy Fee under this assignment shall be paid by NSPCL. If any new Tax or Duty or cess and/or levies is imposed on the Consultancy Fee or existing rate of Goods and Service tax on Consultancy Fee is changed after seven (7) days prior to date of Bid opening, the same shall be reimbursable to us/payable by NSPCL /recoverable by NSPCL against the documentary evidence.

4.4 We further agree that the entered prices shall be deemed to include the fee for the full scope as aforesaid, including overheads and profits. We also declare that the above quoted total Bid Price includes all man-day charges, equipment charges, administrative charges, laboratory charges, documentation charges (as applicable) and any other incidental charges for successful completion of the work.

4.5 As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, we further confirm that we shall be responsible for such payments to the concerned authorities. However, NSPCL will be entitled to deduct Taxes at source from the payment to be made to the Contractor in accordance with the Indian Tax laws and rules as applicable from time to time and deposit it with the concerned Authorities within the prescribed time.

4.6 We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the 'Contract Period/Time Schedule' and 'Terms of payment' clauses as stipulated in the bid documents.

5.0 We understand that it is not mandatory for you to open our Price Proposal and it will be opened only if we are short-listed in the Techno Commercial Stage of tendering process. We understand and confirm that your decision in this regard shall be final and binding on us.

6.0 We understand and agree that Owner does not bind themselves to accept the lowest or any offer or to give any reasons for their decision. The decision of Owner shall be final and binding on us in all matters /issues arising out this bidding process.

7.0 We confirm that our offer shall remain valid for your acceptance for a period of four (4) months from the date of opening of the Techno-Commercial bid.

8.0 We confirm that we have furnished all the relevant information in respect of Consultancy Services for Carrying Out Feasibility Study for setting-up gas based power and steam generation unit for the 3MTPA greenfield steel plant at SAIL-Durgapur in the following schedules

Schedule 2: Details of Key Personnel
Schedule 3: Methodology of Execution of Assignment
Schedule 4: Undertaking by MSE Bidder

9.0 **deleted**

10.0 We hereby declare that only the Company, Persons or Firms interested in this proposal as principal or principals are named herein and that no other company, person or firm other than one mentioned herein, have any interest in this proposal or in the Contract to be entered into, if we are awarded this Contract, and that this proposal is made without any connection with any other Persons, Firm or Party likewise submitting a proposal and that this proposal is in all respects for and in good faith without collusion or fraud.

11.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us, as applicable, is enclosed as Annexure…**

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

12.0 (i) We confirm that we fulfill the requirements of Local content for Class-I local supplier. The details of the location(s) at which the local value addition are as under:

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

(ii) We confirm that we fulfill the requirements of Local content for Class- I local supplier for Item(s)/ works/ services of the NIA, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

(iii) We agree to furnish any information as a proof of the above to your satisfaction as and when required.

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

13.0 In terms of Clause 12.2 of Instructions to Bidders, we are enclosing herewith Power of Attorney as Annexure…. in the name of the person who has signed this offer on behalf of the firm backed by a copy of Board Resolution/other relevant documents to demonstrate the authority of the person issuing the Power of Attorney.

14.0 We hereby confirm that we have included applicable GST in the bid price submitted at the GEM portal. GST rate considered in the total bid price is **…….%.**

15.0 We hereby submit the METHODOLOGY OF EXECUTION OF ASSIGNMENT which is enclosed at **Schedule-3**.

16.0 We hereby declare that we shall complete the entire work in accordance with the work schedule stipulated in Vol-II.

17.0 With reference to Clause No. 24.0 of Instructions to Bidders (ITB), the details of Project leader and key personnel available with us who are proposed to be deployed for this package, are at **Schedule-2**.

Thanking You,

Yours faithfully,

Date :

Signature…………………………………….

Place :

Name ……... ……………………………

Designation …….………………………

Common Seal …………………………

SCHEDULE-2

Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support.

Details of Key Personnel

Bidder's Name and Address:	To AGM/Sr. Manager(CC&M) NTPC-SAIL POWER COMPANY LIMITED 4th Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi-110 066

Dear Sirs,

With reference to Clause No. 24.0 of Instructions to Bidders (ITB) (Vol.-IA) for Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support, the details of Project leader and key personnel available with us who are proposed to be deployed for this package, are as under:

Sl. No.	Name	Designation	Age	Qualification/ University	Experience in years		Field of Experience
					Previous Organization	Present Organization	

The Bio-data of the aforesaid Personnel are enclosed at Annexure________.

Date :

Signature ………………………………

Place :

Name ……………..…………..………………

Designation …………..……………..…

Common Seal …………….…………..

SCHEDULE-3

Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support.

(METHODOLOGY OF EXECUTION OF ASSIGNMENT)

Bidder's Name and Address:	To AGM/Sr Manager(CC&M) NTPC-SAIL POWER COMPANY LIMITED 4th Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi-110 066

Dear Sirs,

We have enclosed a brief write up at Annexure_____________ on the proposed methodology to be adopted along with Organisation Chart for “Engagement of Tax Consultant for Impact assessment of New Direct Tax Act and Rules along with training and implementation support.” in line with Clause 24.0 of Instructions to Consultants (ITB), Volume-I, Section-IA of Bid documents.

Date :	(Name & Designation)...................................
Place :	(Name of the Company) ....
	(Seal of Company) ....

SCHEDULE-4

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012

Bidder's Name and Address:	To AGM/Sr Manager(CC&M) NTPC-SAIL POWER COMPANY LIMITED 4th Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi-110 066

Ref: Our Bid Ref. No……………………….. ……………….Dated against Tender Invitation no. ………………………….Dated for *(Name of the Package)*___________________

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and services and not to traders/dealers and accordingly, we hereby undertake that:

*We are **manufacturer of all such items/ service provider which are a prerequisite for extending MSE benefits of purchase preference as specified in the Bidding Documents** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.*

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by NSPCL/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking You.

(Authorised Signatory)

Date :

(Name & Designation)..................................

Place :

(Name of the Company) ....

(Seal of Company) ....