Important Clause to be Noted by bidder

Small Enterprises (MSEs) manufactures having UDYAM Registration (containing code of Biomass pellets code 38300), Such MSE bidders will have to submit UDYAM Registration Certificate (containing code of Biomass) *as EMD.*

Important Clause to be Noted by bidder before submission of BID:

If bidder fails to submit following documents (but not limited to) in required format, the bid shall be liable to be rejected.

A. Annexure C: Certificate of Compliance

B. Certificate by Chartered Accountant on Letter Head (As per attachment 7B)

C. Certificate by Chartered Accountant on Letter Head for Bidders' declaration of past orders' (As per Attachment 8)

D. Declaration by Bidder (Attachment 10) to be submitted on bidder letter head along with technical bid.

E. INTEGRITY PACT(Annexure F 10 duly signed by bidder)

Further, Bid shall be not opened in the absence of Bid Security

NTPC LTD, DADRI
POST: VIDYUT NAGAR, DISTT G. B. NAGAR-201008
INVITATION FOR BIDS (IFB)
FOR

Procurement of Non-Torrified Biomass Pellets For Power station basis for NTPC Ltd, Dadri

(Domestic Competitive Bidding)

GeM Bid no.:

1.0 NTPC, Dadri invites on-line bids on **Single Stage Two Envelope basis** from eligible Bidders for aforesaid procurement, as per the scope of work briefly mentioned hereinafter, for **NTPC, Dadri** for a period of 01 year (365 days).

1.1 Procurement price: Biomass pellets benchmark price has been notified for NCR region by Ministry of Power vide letter No. F. No.11/86/2017-Th.11 (C.No:238797) dated 23-08-2023.
The notified benchmark price for NCR is Rs. 2.32/1000 kcal (excluding GST) or 2.436 Rs/1000 kcal(including GST) @3400 Kcal. GST shall be paid as per extant rates, and will change if the rates of GST are changed.
Total procurement price shall be (A+B) as follows:
A i.e. Ex factory Price for Non-Torrefied Biomass {Rs. 2.436 Rs/1000Kcal or Rs 8282.40 / MT @3400 Kcal as notified by GoI including GST @5%} +
B i.e. Transportation price (to be quoted by Bidder) including GST in Rs/Ton for GCV 3400 Kcal/KG.

Note:

1) The bidders are required to mandatorily quote the price of Rs. 8282.40 per MT (incl GST) in the GeM Portal against ***Ex factory Price for non-torrefied Biomass***. The quantity mentioned in the Gem Portal shall be 2,19,000 Ton. The bidders are required to fill the quoted quantity in MT in the BOQ/Excel sheet. In case, bidder quotes a price other than Rs 8282.40 per MT (incl GST) in the Gem Portal, the same shall be ignored and a price shall be considered as Rs 8282.40 per MT (incl GST). The quantity quoted in BOQ/Excel sheet shall be considered for evaluation/allocation for issuance of award, subjected to Allocation criteria as mentioned in ITB, Volume-II of Bidding Document.
2) The bidder shall quote for total transportation cost from Ex factory to NCPS DADRI in Rs/ MT at GEM portal @ 3400 GCV inclusive of GST. The transportation cost quoted by bidder shall be paid full in case test value of GCV comes equal and above 3400Kcal/Kg. Further transportation will be paid at pro rata basis between 2800-3400 Kcal/kg (refer Technical Specification, Volume IV).
3) BOQ/ Excel sheet of Bidding Document is to be converted into pdf for uploading in price bid of GeM. If bidder does not quote/fill zero transportation charges per MT in the BOQ sheet then the transportation charges shall be considered inclusive in base price without further clarification from Bidder
4) Bidder shall enter Quantity in MT per Day in Financial document (Excel sheet converted to PDF) as, It has to be uploaded in GeM portal. Total quantity for 365 days will automatically be calculated in the excel sheet. Excel sheet is to be converted in pdf for uploading in price bid of GeM portal.
5) In case of any difference between the values quoted in the BOQ table (excel sheet) and the values in the GEM BOQ fields, values (quantity & transportation charges) quoted in BOQ Excel sheet shall be considered for evaluation/allocation for issuance of award subjected to Allocation criteria as mentioned in ITB, Section-II of Bidding Document

2.0 Salient Technical Features

Brief Scope of Work:

The scope of work under this package shall include supply, loading, transport, and delivery of agro residue based Non Torrefied biomass pellets at National Capital Power Station Dadri site.
Unloading at NTPC site shall be in the scope of NCPS provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting. If supplier supplies the material packed in bags, consignment shall not be accepted, or supplier shall unload and unpack the material at his own cost. In such case, any additional cost, including demurrage, if any, will be borne by the vendor

3.0 MSE benefit is applicable as mentioned in bidding documents

4.0 BID Security/EMD: All bids must be accompanied by "Bid Security" OR "UDYAM REGISTRATION CERTIFICATE containing code of Biomass pellets" (as applicable)
Amount of Bid Security/EMD: INR 10,00,000/- (For 20 TPD). Bidder quoting More than 20 TPD, EMD amount shall be calculated multiples of 20 TPD.
EMD EXEMPTION: ONLY Micro and Small Enterprises (MSEs) manufactures having UDYAM Registration (containing code of Biomass pellets code 38300), shall be exempted from paying Earnest Money Deposit. Such MSE bidders will have to submit UDYAM Registration Certificate (containing code of Biomass) as a proof of being MSE on GeM Portal as EMD.
In case of other MSE manufacturer without code of Biomass i.e 38300 & MSE Traders/service etc. MSE benefits shall not be extended & will not be considered as a proof of being MSE for exemption from submission of EMD.
Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being nonresponsive. In case, the bid security is submitted through electronic fund transfer (EFT), bidder to submit the proof of epayment of bid security either in separate sealed envelope or in the gem portal.

5.0 Complete set of Bidding Documents may be downloaded by any interested Bidder through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website-https://gem.gov.in/.Bidders may also refer to the Seller Help Document for participating in the tender which is uploaded on GeM website.

Note: No hard copy of Bidding Documents shall be issued.

Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available for examination and sale as per the following schedule*:*

SN	Particular	Remark
1	Issuance of IFB	As per GeM
2	IFB/Tender No	As per GeM
3	Documents sale start date	As per GeM
4	Last date for receipt of Queries from bidders (if any)	As per GeM
5	Pre bid conference through MS Team (date & time) click here to MS link. https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjNlYTZlYmUtMTlmMy00M2IzLTgxODAtMjQ5Y2I1NTg5NDk0%40thread.v2/0?context=%7b%22Tid%22%3a%222c631f90-6a65-4bb3-a626-c0f6f5790a9a%22%2c%22Oid%22%3a%22784b3c98-668f-492b-ad95-886b7ad25666%22%7d	21.01.2025 at 11:00- 12:00 hrs. (IST) through MS Team & Off-line
6	Bid (both Techno- Commercial and Price) submission date & time	As per GeM
7	Date and time for opening Of Techno-commercial bid	As per GeM
8	Date and time for opening of Price bid	As per GeM
9	Cost of bidding document	Nil

6. Qualifying Requirements for Bidders:

A. Only Pellets manufacturers and Traders/Aggregators shall be allowed to participate in the tender.
B. Only existing manufacturers and Traders/ Aggregators shall be allowed to participate in tenders of NCPS Dadri).
C. In case of individual applicant, the bidder should be of minimum 21 years of age.
D. The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India. /Overseas Corporate Bodies having its registered office in India.
E. Bidding for the subject package is open to bidders from within the Employer's country only, subject to fulfillment of conditions “Restrictions on procurement from a Bidder of a country which shares a land border with India”.

7. **Further bidder fails to submit following documents (but not limited to) in required format, the bid shall be liable to be rejected.**
   A. Annexure C: Certificate of Compliance
   B. Certificate by Chartered Accountant on Letter Head (As per attachment 7B)
   C. Certificate by Chartered Accountant on Letter Head for Bidders' declaration of past orders' (As per Attachment 8)
   D. Declaration by Bidder (Attachment 10) to be submitted on bidder letter Head along with technical bid.
   E. INTEGRITY PACT(Annexure F 10 duly signed by bidder)

8. 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 /revision s issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.
9. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

10. Issuance of Bidding Documents to any bidder shall not construed at bidder is considered qualified. Bids shall be submitted online and opened at the address given below. Bidder' s attendance during the Techno-Commercial Bid opening and Price Bid opening in NTPC premises is not envisaged.

11. **NTPC reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids(IFB) for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.**

Note:-The bidder shall quote total transportation cost from Ex-factory to NTPC station in Rs/MT at 3400 Kcal GCV and Quantity in MT per day (TPD).

12. Address for Communication

Asst Manager (C&M) /
Sr. Manager (C&M)
NTPC Limited, Dadri
P.O.: Vidyut Nagar,
Distt.Gautam Buddh Nagar(U.P.),Pin–201008,INDIA

Telephone No. : 0120-280-5417 / 5848
e-mail :SANDEEPKUMAR09@NTPC.CO.IN
SAURABHKUMAR02@NTPC.CO.IN

Websites : https://gem.gov.in

Registered Office
NTPC Limited
NTPCBhawan,SCOPEComplex,7,
Institutional Area, Lodi Road, New
Delhi– 110003
CorporateIdentificationNumber:L40101DL1975GOI007966,Website:
www.ntpc.co.in

VOLUME – II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1.0 NCPS DADRI invites online bids on Single Stage Two Envelope bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible bidders for the Package, as per the Scope of Work mentioned hereinafter.

Bidding for the package "**Procurement of Non-Torrified Biomass Pellets for Power station basis for NCPS Dadri"** for 12 months (365 days) is open to bidders from within the Employer's country.

Instructions Related to E –Tendering:

The prospective Bidders are invited to submit a "Techno Commercial Bid" and "Price Bid" for the package. Methodology for submission of Bid has been detailed hereunder in this document.

Bids are to be submitted through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who donot have GeM Seller ID must register themselves as Seller in GeM Website by visiting Government e-Marketplace Website - https://gem.gov.in/.

Bidders May also refer to the Seller Help Document for participating in the tender which is uploaded on GeM website. Bidder shall download the Tender Documents from Government e-Marketplace Website- https://gem.gov.in/ and promptly upon download of Tender documents, the Bidder shall fully satisfy itself that Bid Documents is complete in all respects. Notice of any discrepancy shall be given to NCPS DADRI immediately. The Bidder shall confirm that the Bid Documents is complete in all respects. In the event that the Bid Documents or any part thereof is mutilated or missing, the Bidder must notify NCPS DADRI immediately.

The Bidding documents shall be part of GeM Bid and shall be included as buyer added ATC.

E-Tender Portal:https://gem.gov.in/

1.1 NCPS DADRI Limited (hereinafter referred to as NCPS DADRI or the Employer) intent to procure **agro residue based Non Torrefied biomass pellets** as per technical specifications mentioned herein, on 'FOR Destination' basis at NCPS DADRI Vidyut Nagar-NCPS Dadri. The delivery schedule and timely supply is the essence of the contract.

The successful bidder shall ensure supply of agro residue based Non Torrefied biomass pellets as per required technical specifications to NCPS Dadri, arranging loading, transportation and delivery at NCPS DADRI, Vidyut Nagar specified in detail in Technical Specifications and Scope of Work Volume IV in the bidding documents mentioned herewith.

1.2 Bidder has to quote their prices for the offered quantity mentioned in BOQ (Excel sheet) enclosed along with the bidding documents in accordance with the provisions of the bidding documents. **Excel sheet is to be converted in pdf for uploading of price bid in GeM.**

The bidders have to comply with the Qualifying Requirements and Allocation Criteria for quantity they are intended to quote/participate.

Bidders shall submit Envelope-I (Techno- commercial) Bids and Envelope-II (Price) Bids for the NCPS, DADRI.

1.3 General Information

i. The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.

ii. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the employer, and the employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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

iii. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

iv. NCPS DADRI 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 liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action. Decision of Employer will be final and binding in this regard.

v. The Successful bidder should obtain all necessary clearances and other related statutory requirements etc. as applicable for supply of biomass pellets on FOR NCPS DADRI station destination basis from the concerned authorities, without any additional cost to NCPS DADRI. Notwithstanding anything stated herein, Bidders are essentially required to comply with all statutory requirements including law of land.

vi. Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder himself, or as a partner in a joint venture or consortium, who submits or participates in more than one bid in this bidding will be disqualified from the bidding.

Multiple bids by the same person (individually or as a part of a Consortium/Subsidiary) are not allowed. Any person that controls

(directly or indirectly) a bidder or a member of the bidding Consortium (Consortium)/Subsidiary, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium/Subsidiary, shall not bid on its own or as a member of a Consortium/Subsidiary for which the bidder or the bidding Consortium/Subsidiary has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.

For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

If it is found at any stage of bidding or during currency of the Contract(if awarded),that the bidder/contractor have any common controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), then their Bid or Contract (if awarded) shall be rejected/ terminated.

Compliance to this provision shall be confirmed by the bidder through **Attachment 4.**

vii. Throughout these Bidding Documents, the term Plant/Project/Station of NCPS DADRI appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

1.4 Qualifying Requirement

a) Only Pellets manufacturers and Traders/Aggregators shall be allowed to participate in the tender.
b) Only existing manufacturers and Traders/ Aggregators shall be allowed to participate in tenders of NCPS Dadri project.
c) In case of individual applicant, the bidder should be of minimum 21 years of age.
d) The Bidder shall be of Indian nationality AND / OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies registered in India AND / OR Non-Resident Indians/ Person of Indian Origin AND / OR a Multinational Company having its registered office in India. /Overseas Corporate Bodies having its registered office in India.
e) Bidding for the subject package is open to bidders from within the Employer's country only, subject to fulfillment of conditions "Restrictions on procurement from a Bidder of a country which shares a land border with India".

1.5 ALLOCATION CRITERIA

1. Total tendered quantity is 600 TPD for 365 days i.e. 2,19,000 MT.

2. Quantity allocation to traders and Traders/Aggregators will be limited to 20 TPD.

3. For existing manufacturers, Total Manufacturing capacity of the vendor will be certified by practicing Chartered Accountant on TPH basis). The average TPD capacity (*least of total pellet M/c or total Hammer mill capacity*) will be calculated based on 10 hrs operation per day. It may be noted that 10 hrs operation per day is considered based on derating /under utilization of palletisation machine for different agro residues and time required for over hauling or maintenance of machines.

   If the total manufacturing capacity works out to 60 TPD or more, the capacity may be physically verified by CC-FM/ Station (FM) the report may be submitted to Tender committee.

4. The available Manufacturing capacity considered for allocation of quantity shall be determined as under:-

Available Manufacturing capacity (TPD)	(Total Existing manufacturing capacity in TPD) – Existing commitment other than NTPC in TPD- (Total Long-term order/s* in TPD + Total Order qty in TPD for any short-term order placed in past one year + Total allocated quantity in TPD under any ongoing tender) in any NTPC station/s and JV/s/Subsidiaries for non-torrefied pellets

The available manufacturing capacity shall be certified by practicing CA.
Existing commitments including NTPC/JV/Subsidiaries shall be certified by practicing CA.
*Order/s mean/s POs/ LoIs/ LoAs
5. Further, the available Manufacturing capacity considered for allocation of quantity shall be determined in line with data as per Attachment 7B, Section V as under:

S. No.	Plant location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, Other)	Palletization Machine Make	Number of palletization Machines(A)	Capacity in TPH per machine(B)	Total capacity of pellet M/cs(TPH) (AXB)
1*						
2*						
3*						
Total						

S. No.	Plant location	Hammer mill Make	Number of Hammer mill Machines(A)	Capacity in TPH per machine(B)	Total capacity of hammer mills(TPH) (AXB)
1*					
2*					
3*					
Total					

** Bidder may add more rows, if required*

1. Bidders may please note that for Capacity evaluation purpose, the TPD capacity (least of total pellet M/c or total Hammer mill capacity) will be calculated based on 10 Hr operation per day.
For example, for one 2 TPH machine/hammer mill, the TPD capacity will be taken as 20 TPD. If the declared capacity is more than the calculated capacity as per this formula, the same shall be restricted to calculated capacity.
2. If the total TPD capacity works out to 60 TPD or more, NTPC may verify the capacity before allocation of quantity.
3. In case of any misrepresentation of the facts, the bid shall be rejected, and action may be taken as per the terms and conditions of the tender.
The available manufacturing capacity shall be certified by practicing CA.
*Order/s mean/s POs/ LoIs/ LoAs

6. The minimum quantity to be quoted by a bidder shall be 20 TPD and the increments shall be in the multiples of 10 TPD.

1.5.1 Bidder shall not be allowed to quote for less than 20 TPD but NCPS DADRI can award less than 20 TPD.

1.5.2 In case of Consortium, the combined available manufacturing capacity of the constituents/participants shall be considered for allocation. In no case the maximum number of participants can exceed 3.

Further, in case of consortium, bidder's attention is drawn towards following Illustration regarding allocation criteria-

SN	Combination of Consortium Partners	Eligible quantity to be allocated
1	Trader + Manufacturer	Available Manufacturing capacity of manufacturer
2	Manufacturer 1 + Manufacturer2	(Available Manufacturing capacity of manufacturer 1) + (Available Manufacturing capacity of manufacturer

		2)
3	Manufacturer 1 + Manufacturer 2 + Trader	Available Manufacturing capacity of manufacturer 1) + (Available Manufacturing capacity of manufacturer 2)

B. BIDDING DOCUMENTS

The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.

2.0 Content of Bidding Documents

The bidding documents include the following sections:

- Invitation for Bids (IFB) - Volume - I
- Instructions to Bidders (ITB) - Volume - II
- General Conditions of Contract (GPC) - Volume - III
- Technical Specifications - Volume - IV
- Attachments and Forms& Formats - Volume - V

Bidders are 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.

2.1 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-mail or in writing by post at the Employer's address indicated at IFB under Address for Communication. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives not later than the date of Pre-Bid Conference as specified in IFB.

Employer will post the Clarifications at GeMWebsite through "View Corrigendum" taband Bidders can view these clarifications once they are postedat GeM website (https://gem.gov.in/) at "View Corrigendum" Tab.

Bidders are advised to regularly check GeM website (https://gem.gov.in/) regarding posting of clarification, if any. Regularly checking GeM Website regarding posting of clarification by the Employer shall be the sole responsibility of bidders. NCPS DADRI shall have no obligation to send notification/communication regarding posting of clarification to the bidders.

"Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified in IFB.

Should the clarification result in changes to the essential elements of the Bidding Documents, the employer shall amend the Bidding Documents following the procedure under 2.2 below.

The Bidder is advised to visit and examine the Power Station where the supplies are to be made and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the bid and entering into a contract for supply of the biomass pellets. The cost of visiting the Power Station shall be borne by the Bidder itself.

The Bidder and any of its personnel will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

2.2 Amendment to Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents by issuing Corrigendum (a) / Amendment(s) to Tender Documents.

The corrigendum(a)/Amendment(s) will be posted at GeM website(https://gem.gov.in/) for viewing by the Bidder at **"View Corrigendum**" Tab. The corrigendum(a) / Amendment(s) 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 website (https://gem.gov.in/) regarding posting of Amendment, if any. Regularly checking GeM Website regarding posting of corrigendum(a)/ Amendment(s) by the Employer shall be the sole responsibility of bidders. NCPS DADRI shall have no obligation to send notification /communication regarding posting of corrigendum(a) / Amendment(s) to the bidders.

Any corrigendum (a) / Amendment(s) to Tender Document issued by NCPS DADRI subsequent to the issue of Tender Document will also be considered an integral part of Tender Document and any reference to Tender Document in the Project Agreement shall include such Corrigendum (a)/Amendment(s) also.

Any verbal clarifications and information provided by NCPS DADRI or its employee(s) or its representative(s) or its consultant(s) shall not in any way be binding on NCPS DADRI unless subsequently confirmed through the issuance of Corrigendum (a)/Amendment(s).

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

2.3 Pre-Bid Conference-

Pre-Bid Conference The bidder or his authorized representative may attend re-bid Conference through VC on MS Teams platform through **link provided in thedetailed IFB, Section-I** of bidding documents.

The purpose of the Conference will be to clarify any issue regarding the BiddingDocuments.TheBidderisrequestedtosubmitquestionsthroughSeekClarifications Tab of the e-tender portal prior to the clarification end date & time and notify through e-mail regarding posting of queries. The Employer's responses to the queries raised by the bidder in writing will be posted at Clarifications Tab/ through Corrigendum ate-tender portal and Bidders can view these clarifications once they are posted. Bidders are also advised to regularly check e-tender portal regarding posting of clarification etc., if any. Further, any modifications of the Bidding Documents which may become necessary as a result of the Pre-bid Conference shall be made by the Employer exclusively through an amendment/ errata to the bidding documents and not through the record notes of the Pre-bid Conference.

Non-attendance at the Pre-bid Conference will not be a case for disqualification of a bidder.

C. PREPARATION OF BID

3.0 Single Stage Two Envelope Bidding process shall be followed for the subject Package, as under:

3.1 The Bid shall comprise of Envelope I :Techno-commercial Bid containing the documents listed in ITB 20.1 and Envelope II: Price Bid containing the documents listed in ITB20 Note No 3

3.2 Bids are to be submitted complete in all respect with requisite information, Certificates, Attachments, Annexures and BOQ (Excel sheet converted to pdf). It shall be free from any ambiguity, cutting or overwriting.

3.3 A **Power of Attorney**, duly authorized by a Notary Public, is required to be submitted by the bidder indicating that the person(s) signing the bid has/have 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 10.0.

3.3.1 The Authority of the Person issuing the Power of Attorney shall also be submitted by the bidder

3.3.2 For bidder participating as Consortium

The Power of Attorney by each Partner of Consortium in favour of their respective signatory shall be submitted. One of the Partners shall be designated as Leader, the authorization for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized

signatories of all the consortium Partners. The bid shall be signed so as to be legally binding on all the Partners.

3.3.3 Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid as per ITB clause no. 20.1.1.

3.4 For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.

3.5 If Power of Attorney/ Consortium Agreement form (as applicable) submitted by Bidder (including MSE bidder) is not in acceptable form, then same is to be submitted within 7 days of seeking clarification by NCPS DADRI. Thereafter in case of non-submission of Power of Attorney/ Consortium Agreement form (as applicable) by the Bidder, Bids shall be liable to be rejected by the Employer as being non-responsive.

4.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and NCPS DADRI 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 potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.

5.0 BID CURRENCY

All prices to be quoted by the bidders will be in Indian Rupees only.

6.0 BID FORM, PRICE SCHEDULES AND IMPORTANT CONDITIONS:

6.1 The schedule of quantity proposed to be delivered to power Plant of NCPS DADRI, within the package, is indicated in the bid documents.

6.2 Procurement Price

Biomass pellets benchmark price has been notified for NCR region for period of 1 year w.e.f 01.09.2023 by Ministry of Power vide letter No. F. No.11/86/2017-Th.11 (C.No:238797) dated 23-08-2023.
The notified benchmark price for NCR is Rs. 2.32/1000 kcal (excluding GST) or 2.436 Rs/1000 kcal(including GST). GST shall be paid as per extant rates, and will change if the rates of GST are changed.
Total procurement price shall be (A+B) as follows:

Ai.e. Ex factory Price for non-torrefied Biomass {Rs. 2.436 Rs/1000Kcal or Rs 8282.40 / MT @3400 Kcal as notified by GoI including GST @5%} +
B i.e. Transportation price (to be quoted by Bidder) including GST in Rs/Ton for GCV 3400 Kcal/KG.

Note:

1) The bidders are required to mandatorily quote the price of Rs. 8282.40 per MT (incl GST) in the GeM Portal against ***Ex factory Price for non-torrefied Biomass***. The quantity mentioned in the Gem Portal shall be 2,19,000 Ton. The bidders are required to fill the quoted quantity in MT in the BOQ/Excel sheet. In case, bidder quotes a price other than Rs 8282.40 per MT (incl GST) in the Gem Portal, the same shall be ignored and a price shall be considered as Rs 8282.40 per MT (incl GST). The quantity quoted in BOQ/Excel sheet shall be considered for evaluation/allocation for issuance of award, subjected to Allocation criteria as mentioned in ITB, Volume-II of Bidding Document.

2) The bidder shall quote for total transportation cost from Ex factory to NCPS DADRI in Rs/ MT at GEM portal @ 3400 GCV inclusive of GST. The transportation cost quoted by bidder shall be paid full in case test value of GCV comes equal and above 3400Kcal/Kg. Further transportation will be paid at pro rata basis between 2800-3400 Kcal/kg (refer Technical Specification, Volume IV).

3) BOQ/ Excel sheet of Bidding Document is to be converted into pdf for uploading in price bid of GeM. If bidder does not quote/fill zero transportation charges per MT in the BOQ sheet then the transportation charges shall be considered inclusive in base price without further clarification from Bidder

4) Bidder shall enter Quantity in MT per Day in Financial document (Excel sheet converted to PDF) as, It has to be uploaded in GeM portal. Total quantity for 365 days will automatically be calculated in the excel sheet. Excel sheet is to be converted in pdf for uploading in price bid of GeM portal.

5) In case of any difference between the values quoted in the BOQ table (excel sheet) and the values in the GEM BOQ fields, values (quantity & transportation charges) quoted in BOQ Excel sheet shall be considered for evaluation/allocation for issuance of award subjected to Allocation criteria as mentioned in ITB, Section-II of Bidding Document

Note: Bidder has to quote Total Qty for 365 Days (in MT) in the Quantity Tab in GeM portal & Total price in (Rs/MT) of Biomass pellets for Power station basis inclusive of GST, any other taxes, duties and cess in the Total Offer price Tab in GeM portal. However, Quantity Allocation shall be done as per ITB Clause 1.5.

6.3 Bidder shall undertake that they shall deal directly with NCPS DADRI and will not engage any Agent to deal with NCPS DADRI.

6.4 Compliance to this provision shall be confirmed by the bidder through **Attachment4.**

6.5 After price bid opening, the Total FOR Price (Rs/MT) will be available to all bidders for viewing. Purchaser/Buyer shall calculate the Total FOR Price (Rs/MT) based on evaluation criteria as per ITB Clause The evaluated Total FOR Price (Rs/MT) of all bidders shall be uploaded in GeM against offered price and same shall be notified to the bidders. Bidders can view the evaluated Total FOR Price (Rs/MT) on the bid listing page of GeM

7.0 TENDER FEES AND BID SECURITY

7.1 A complete set of Bidding Documents may be downloaded by any interested Bidder from NCPS DADRI e-tender website(https://gem.gov.in/) free of cost.

7.2 The bidder shall furnish, as part of its bid, a bid security through RTGS/EFT in favour of NCPS DADRI payable at Vidyut Nagar or Electronic Fund Transfer

(EFT) only in the amount and currency as under:

7.2.1 Amount of Bid Security/EMD: INR 10,00,000/- (For 20 TPD). Bidder quoting more than 20 TPD, EMD amount shall be calculated multiples of 20 TPD.

7.2.2 Bidders may opt for Online Transfer of EMD (INR only) amount through EFT to NTPC Dadri Bank whose details are as under.
EMD to be paid in INR in the following account-
Beneficiary Account No. 91140005144
IFSC Code HDFC0000003
Account Holder Name NTPC LIMITED
Bank Name HDFC BANK

7.2.3 EMD exemption: Exemption from Submission of EMD is allowed to MSE bidder who is manufacturer of biomasss pellets. ONLY Micro and Small Enterprises (MSEs) manufactures having UDYAM Registration (containing code of Biomass pellets code 38300), shall be exempted from paying Earnest Money Deposit. Such MSE bidders will have to submit UDYAM Registration Certificate (containing code of Biomass), as a proof of being MSE on GeM Portal as EMD.

In case of other MSE manufacturer without code of Biomass i.e 38300 & MSE Traders/service etc. MSE benefits shall not be extended & will not be considered as a proof of being MSE for exemption from submission of EMD

7.2.4 Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being nonresponsive. In case, the bid security is submitted through electronic fund transfer (EFT), bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the gem portal.

7.2.5 The Bid Security may be forfeited.
(a) If the Bidder withdraws or varies its Bid during the period of Bid validity;
(b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Clause 6.5 for Arithmetical Correction.
(c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;
(d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.
(e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
(f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact (IF APPLICABLE).
(g) If the Bidder does not make payment transaction fee/AMC as per GeM PO/Contract.

7.2.6 Bid Security/ EMD exemption. In addition to provisions of bid security (ITB Clause 7.0), provisions of latest version of GeM GTC regarding Exemption of bid security/EMD shall also be applicable.

8.0 Purchase Preference

8.1 Benefits to MSEs

Micro and Small Enterprises (MSEs) as per Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 UDYAM REGISTRATION CERTIFICATE (containing code of Biomass pellets), shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit/ Bid Security.
For each station, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value for each station. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No.22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

a) MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs MSEs seeking benefits as above should upload a copy of UDYAM REGISTRATION CERTIFICATE (containing code of Biomass pellets) as a part of their EMD, failing which their bid shall be treated as Non-MSE bid.

Regarding MSE benefits as above, bidder has to submit UDYAM certificate with National Industrial Classification (NIC 38300) code for biomass pellets as part of EMD

In case of MSE bidders, UDYAM REGISTRATION CERTIFICATE (URC) containing code of bio mass pallet may be uploaded as documentary evidence of their MSE status AND Declaration/ Undertaking (as per Attachment-9) to avail preference in evaluation for MSEs. Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 1st July 2020.Udyam Registration Certificate shall be the ONLY valid MSME Registration Document.

8.1.1 Applicability of MSE Benefits

Applicable towards Allocation of Quantity

As per Annexure-Alloc-A, on submission. Of

UDYAM REGISTRATION CERTIFICATE containing code of Biomass pellets code 38300 as a documentary evidence of their MSE status

Declaration/ Undertaking (as per Attachment 9) (Annexure -Alloc-A)

Certification from Chartered Accountant (As per Attachment7B)

For availing MSE benefits, bidder shall confirm that biomass pellets offered and quoted is produced by them.

Further, the benefit of purchase preference will be available only when Bidder is a manufacturer of biomass pellets and in case of non- manufacturing of pellets by bidders, its bid shall be evaluated/treated as Non-MSE bid.

The Purchase Preference shall be extended to MSE Bidders based on **UDYAM REGISTRATION CERTIFICATE (**containing code of Biomass pellets code 38300) submitted by them supported by Certificate from Chartered Accountant specifying that Bidder has set-up manufacturing plant for pellets and providing details like manufacturing capacity of Plant for Biomass Pellet Manufacturing etc., along with the Undertaking (**Attachment-9**) in support of the claim that such item(s) are manufactured by the Bidder. The format to be furnished by the Bidder after due certification from practicing chartered Accountant is attached at **Attachment-7B**.

Purchase preference to eligible MSE (containing code of biomass pallet) will be given only for the item{s} quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has only submitted UDYAM REGISTRATION CERTIFICATE (Containing code for Biomass pellets and if it is found at any stage that none of the items offered/quoted by the MSE bidders /are manufactured by them, their bid shall be treated as Non-MSE bid.

8.2 Preference to Make In India and granting of purchase preference to local suppliers

8.2.1 Only Class-I local suppliers are eligible to bid. Bids received from bidders other than 'Class-I Local supplier shall be out rightly rejected.

The minimum Local Content shall be:

Class-I Local Suppliers: 100%

8.3 Benefits to "Punjab, Haryana or NCR bidders"

Bidders sourcing raw materials (agro residue-*preferably rice straws*) from Punjab, Haryana and NCR [hereinafter called as Punjab bidders] for manufacturing of pellets towards Allocation of Quantity as per Annexure-Alloc-A, only on submission of

1) Undertaking as per format Annexure-Alloc-A-2 (mentioned under Attachment-6)

9.0 CERTIFICATE OF COMPLIANCE

No deviation, whatsoever, is permitted by NCPS DADRI, to any provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration. In this regard, **Bidders have to submit Certificate of Compliance** as per Annexure C of Forms & Formats.

Attributes in Certificate of Compliance asunder:

1) Total Compliance to all provisions of Bidding Documents/ Nil Deviation

2) Compliance on Qualifying Requirement

3) Compliance on Integrity Pact.

4) Compliance on Restriction on Procurement from a Bidder of a country which shares a land Border with India

5) Compliance on Fraud Prevention Policy

6) Compliance on Policy for Debarment from Business Dealings

7) Compliance to Preference to Make in India and eligibility for participation

8) Compliance to “Conflict of Interest” provisions.

9) Compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer

9.1 **Acceptance of Full Compliance to all provisions of Bidding Documents/ Nil Deviation** Attribute shall be considered as bidder’s confirmation to the following:

- Bidder has read the provisions of the Bid Documents along with its subsequent Amendments/Corrigenda /Clarification/Addenda/Errata and their Project Proposal (i.e. Techno-Commercial bid and Price bid) is strictly in conformity with the provisions of the Bid Document including Amendments/ Corrigenda/Clarification/Addenda/Errata thereof and it has not taken any deviation to any of the provisions of the bidding documents.

- the entire work shall be performed as per the provisions of Bidding Documents.

- any deviation / variation / additional conditions to the provisions of the Bidding Documents read in conjunction with its Amendment(s) / Clarification(s) / Addenda / Errata found anywhere in Project Bid (i.e. Techno-Commercial Bid and Price Bid), implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn without any cost implication whatsoever to the Owner, failing which the bid shall be rejected.

- their TECHNO-COMMERCIAL bid does not contain any price content entry.

- Their Price bid does not contain any matter in respect of technical and / or commercial aspects other than the details specifically sought in the Price bid.

9.2 **Acceptance of Attribute for Compliance on Qualifying Requirement** shall be considered as bidder’s confirmation to the following**:**

The details furnished by us in Attachment 7B, for establishing the compliance to specified Qualifying Requirement and Allocation Criteria are in accordance with ITB Clause of the Bidding documents.

9.3 **Compliance on Integrity Pact.** as per annexure of F10 bidder confirm all

the provision of same

9.4 **Acceptance of attribute for compliance on Restriction on Procurement from a Bidder of a country which shares a land Border with India** shall be considered as bidder's confirmation to the following:

Bidder has read and understood the ITB Clause 40 regarding "Restrictions on procurement from a Bidder of a country whichsharesalandborderwithIndia"anditsbidisincompliancetothisclause.

the entire work shall be performed as per the provisions of Bidding Documents. In case it is established that Bidder has providedanyfalseinformationinpursuanceoftheaforesaidITBClause,whilecompeting 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 a sufficient ground for immediate termination of the contract as per GPC Clause titled 'Termination" and shall be dealt accordingly.

9.5 **Acceptance of attribute for compliance on Fraud Prevention Policy:** In accordance with ITB Clause 17 shall be considered as bidder's confirmation that Bidder along with Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / associates/ collaborator/ sub-contractors / sub-vendors / Consultants /service providers shall strictly adhere to the Fraud Prevention Policy of NCPS DADRI.

9.6 **Acceptance of attribute for compliance on Policy for Debarment from Business Dealings** in accordance with ITB Clause 39 shall be considered as bidder's confirmation to the following:

Bidder has read the contents of the Policy for Debarment from Business Dealingsattached with this Bidding document and agree to abide by this policy. Further, in terms of requirement under the policy the bidder declares the following:

a) The bidder has not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

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

c) The 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 NCPS DADRI or NCPS DADRI's group companies during the last five years.

Further, that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NCPS DADRI Limited/ 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 Performance Bank Guarantee.

9.7 Acceptance of attribute for "Preference to Make in India and eligibility for participation"

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Preference to Make in India and eligibility for participation" and its bid is in compliance to this clause.

Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

Incase aforesaid Certificate furnished by Contractor/Vendor is not in compliance of ITB Clause regarding "Preference to Make in India and eligibility for participation" in respect of Local content in their bid, same may be treated as false declaration and may be dealt in line with the Fraud Prevention Policy of NCPS DADRI.

Further Bidder Confirm that they are a LOCAL SUPPLIER, and the LOCAL CONTENT included in SCOPE OF SUPPLY FOR ALL QUOTED ITEMS (Item-wise Evaluation) OR COMPLETE SCOPE OF SUPPLY (Package-wise Evaluation) meets the MINIMUM LOCAL CONTENT requirements of theTender

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

10.0 PERIOD OF VALIDITY OF BID

10.1 The bidder is to ensure that its bid initially shall remain valid and open for acceptance for one hundred &twenty (120) days from the date of opening of Techno-Commercial Bid. The bid valid for shorter period shall be rejected by the employer as being non-responsive.

10.2 In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post, or e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

11.0 PRICE BASIS

The tender on benchmark price basis and contract period is of one year, price

variation shall not apply on FOR Price (including transportation). However, if the benchmark price is revised during the tenure of the contract, such revised price shall be applicable as per the notification of such revision without any change in transportation cost. Bidders are required to quote as specified at ITB clause 6.

Further, Bidders are required to refer Technical specification before quoting the prices in GeM price schedule. It may be noted that the "Item Description" appearing in GeM Website and Excel sheet (short Text), is very brief only and is not exhaustive.

In case of any discrepancies/variations in item Description between Technical Specification and Excel sheet (short Text), the description appearing in Technical Specification shall prevail and it would be deemed that the Bidder has read the Technical Specification and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices shall be deemed to include the full scope, as per Technical Specification.

12.0 TRANSIT INSURANCE

Bidder shall be responsible for transportation and safe delivery of material. Transit Insurance charges if any shall be included by the bidder in their quoted FOR prices.

13.0 FREIGHT

The material is to be supplied directly to NCPS Dadri site as mentioned at ITB clause 1.0

Bidder shall be responsible for transportation and safe delivery of material.

The bidders are required to include the freight charges in the prices quoted i.e. quote on FOR destination basis.

14.0 DELIVERY START DATE AND DELIVERY SCHEDULE

As specified in clause 6.0 of technical specifications and scope of work.

Bidder to ensure that existing manufacturing Plantis registered with the same Company name through which they have participated in theBid.

For example if 'X' is a Proprietorship Firm/ Partnership Firm/ Company/JV Company, then Manufacturing Plant should also be registered in the name of such Proprietorship Firm/Partnership Firm/Company/JV Company only, as the case may be. However, in case of bidding by "Consortium" manufacturing plant must be registered in the name of at least one of the Partners. in case of partnership plant may be registered in any name of partner

If a bidder participates from a Company named "XXXX", then the Manufacturing Plant should also be registered in the name of "XXXX" only.

If after award of the Purchase Order/Contract it is found that the manufacturing plant from which supplies are being made, is not registered in the name of the Contractor/ one of the partner of Consortium, to whom Purchase Order /Contract is awarded then the Contract shall be terminated and security deposit of the bidder is liable to be forfeited and bidder is also liable to be debarred for subsequent tenders.

15.0 CONTRACT PERIOD

Time period for the completion of supplies is 365 days from date of Letter of Award. Further refer Clause 5 and Clause 6 of Volume IV: Technical Specifications.

16.0 BID PRICES

16.1 For quoting the Bid Prices, the Bidder are expected to take into account the requirements and conditions of the bidding documents.

Bidder shall enter Quantity in MT per Day and Transportation cost in Rs/MT(excluding GST) in Financial document (Excel sheet to be converted to pdf) as uploaded in GeM portal. Total quantity for 365 days will be automatically be calculated in the excel sheet.

Bidder shall enter GCV in Kcal/Kg and Quantity in MT per Day in Financial document (Excel sheet to be converted to pdf) as uploaded in GeM portal. Total quantity for 365 days will be automatically be calculated in the excel sheet. Bidders are required to quote as specified at ITB clause 6

16.2 The quoted price shall remain valid irrespective of the quantities considered for award to the bidder by the Employer, as per award criteria specified elsewhere in the Bidding Documents during the entire currency of the Contract, till the complete execution.

16.3 All charges for the entire scope of work should be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

16.4 The terms EXW, FOB, C&F, CIF, FOR etc., shall be governed by the rules prescribed in the current edition of Inco terms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

16.5 Under GST regime, if input tax credit (ITC) benefits is available to the bidder, Bidder to quote their Price bids taking the same into consideration. NCPS DADRI shall not be in any way, responsible for the same.

16.6 In the event of any corrections in the Bid, the same should be authenticated by signature of the authorized signatory signing the Bid.

17.0 FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborator/subcontractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy displayed on its tender website https://www.NCPS Dadri.co.in/tenders.aspx and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

Acceptance of Fraud Prevention PolicyofNCPS DADRI is to be also given on-lineby accepting the following attribute through Annexure-C, Certificate for Compliance document submission along with Techno-Commercial bid:

"Do you accept Fraud Prevention Policy?"

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder unconditionally adheres to NCPS DADRI's "Fraud Prevention Policy".

18.0 Format and Signing of Bid

The bid including all documents attached/uploaded on the e-tender portalshall be digitally certified using Class-III signature by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per ITB Clause 3.3 and shall be submitted prior to date & time for opening of Techno-Commercial bid as per ITB clause 20.

Authorized Representative and Signatory" means the designated person of eachBidder authorized to represent the Bidder in all matters pertaining to its Bid. This designated person should hold the Power of Attorney duly authorizing him/her to perform all tasks including but not limited to sign and submit the Bid to participate in allstages of the Bidding Process; to conduct correspondence for and on behalf of the Bidder, and to execute the contract and any other documents required to give effect to the outcome of the Bidding Process.

D. Submission of Bid

19.0 Bidding Procedure

19.1 Bidders shall submit their Bids(Techno- Commercial Bid and Price) Bids] as per the Terms and Conditions of the Bidding Documents.

19.2 As per evaluation and award criteria stipulated herewith Bidders shall submit the Bid Security Declaration as specified in Clause 7.0 of ITB

19.3 As brought out at clause 1.0 of ITB, Single Stage Two Envelope Bidding process is being followed for Biomass Pellet Procurement.

20.0 ONLINE SUBMISSION OF BID DOCUMENTS & PRICES

The Bid (comprising the Bid Form as per Section-V, together with its Attachments (Techno-commercial and price) and Price Schedules) shall be submitted simultaneously at the GeM Website through e-tender mode in the manner specified elsewhere in bidding document.

No Manual/Hard Copy of the Bid shall be acceptable.

20.1 Envelope-I: Techno-Commercial Bid

Techno Commercial bid duly completed shall be uploaded in the "Upload Documents" Tab at GeM website (https://gem.gov.in/).

No Manual/Hard Copy of the Bid shall be acceptable.

Bidder to further ensure that documents uploaded in "Upload Documents" Tab at GeM website (https://gem.gov.in/) is being downloaded properly. NCPS DADRI shall not be responsible for corrupted files, if any, uploaded therein.

Bidder may note that **"Please Upload Financial Document indicating Price Break-up" Tab** under **"Upload Documents" Tab** is strictly reserved for submission of **Price Bid**.

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

20.1.1 Documents to be uploaded for Techno Commercial Bid of E-tender

Unconditional Bid Form duly completed including Attachments shall be uploaded on the GeM Website under upload documents tab as mentioned below:

a) **Annexure C- Certificate of Compliance**

b) **Attachment 1** Bid Security Declaration Form BIDDER TO FURNISH BID SECURITY IN LINE WITH ITB (VOLUME II)

c) **Attachment 2: Power of Attorney**

In accordance with ITB Clause 3.3, Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder along with the Authority of the person issuing the Power of Attorney

d) **Annexure T- Unconditional Bid Form**

e) **Attachment-3: Bidder details** as per Employer format along with required documents as mentioned therewith

f) **Attachment-4:**Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station for same pellet type and the details of Foreign Principals of Indian Bidders (if applicable).

g) **Attachment-5 (in Bidder's format): Consortium agreement** (if applicable) entered into by the consortium partners shall be submitted with the bid.

h) **Attachment- 6: Declaration of Number of Plants Bidder is interested to participate** and Undertaking for availing Benefits as "Punjab, Haryana and NCR bidders as per Employer's Format

i) **Attachment 7: Allocation Criteria**

Documents in accordance with Clause ITB clause Allocation Criteria, seeking Quantity allocation as per Bidding Documents provision

- **Attachment 7A: Not applicable**
- **Attachment 7B:** Certificate by charted accountant on letter head of bidder.

- **Attachment 7C: Not Applicable**

  Any other document, bidder feels is important to establish the allocation and fulfill the tender requirements.

j) **Attachment-8: DECLARATION OF PAST ORDERS** *Certificate by Chartered Accountant on Letter Head for Bidders'*

k) **Attachment-9: Undertaking to be given by MSE Bidder for Availing Benefits**[as applicable]as per format ANNEXURE- Alloc-A-3

l) **Attachment-10: Technical Data Sheets**
Technical Data Sheets duly filled in as per the Employer's format, enclosed as Annex-I to Technical Specifications.

m) **Attachment 11: Additional Information**
Additional Information which the bidder wishes to provide in his bid.

n) **Attachment 12: EFT Form**
Electronic Fund Transfer Form duly filled in as per Employer's format.

o) **Attachment-13: Check List of documents to be submitted for Techno-Commercial Bid**

p) **Integrity pact (Annexure F 10 duly signed)**

20.2 **Envelope II: Price Bid**

Bidder may note that **Financial Document (Excel sheet)** duly filled shall be uploaded in **"Please Upload Financial Document Tab at GeM portal**

strictly reserved for submission of Price Bid. Excel sheet is to be converted in pdf for uploading of price bid in GeM.

No Manual/ Hard Copy of the Bid shall be acceptable.

Bidder shall quote its price inclusive of GST at "Offer Price" Tab as detailed in clause 16 of ITB.

The IFB/Tender ID No. for uploading Envelope-II(Price Bid) in GEM website(https://gem.gov.in/) for the project:

Sl.	Project Name	ITEM
1.	**NCPS Dadri**	Agro residue based non torrefied biomass pellets as per Technical Specifications Volume IV.

Documents to be uploaded for Price Bid of E-tender

The Price bid comprises of following documents to be submitted online:

20.2.1 **Documents to be uploaded in Price Bid**

Unconditional Price Bid

Financial Document in the format as uploaded online on the GEM portal with details as mentioned below:

Excel sheet to be converted to pdf) as uploaded in GeM portal. Total quantity for 365 days will be automatically be calculated in the excel sheet and Freight charges exclusive of GST. Bidder shall be required to quote all above mentioned charges in the Financial document (Excel Sheet to be converted to pdf) as uploaded in GeM portal.

Note: Document(s) uploaded other than Financial Document (Excel sheet converted to pdf) in Price bid shall not be given any cognizance.

Note:

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

2) Bidders may note that Financial document (Excel sheet or Excel Sheet converted to pdf) should not be uploaded in Techno-Commercial Bid.

3) Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found

to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.

21.0 DEADLINE FOR SUBMISSION OF BIDS

21.1 Bids (Techno-commercial bid and price bid) shall be submitted in compliance to the provisions of the bidding documentsno later than the time and date specified in the bidding documents/ any subsequent communication from the employer.

In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

21.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 2.2 in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable as detailed inITB clause 23.2.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may withdraw its Project Proposal online at GeM website (https://gem.gov.in/) after submission but prior to the deadline prescribed for bid submission and re-participate as per GeM Rules/Policy.

22.1 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 10.0 Withdrawal of a bid during this interval may result in bidder being ineligible for participation in the future tenders issued from NCPS DADRI for a period of 06 months from the date of withdrawal of the bid.

E. BID OPENING AND EVALUATION

23.0 Opening of Bids

23.1 <u>Techno-Commercial Bid Opening</u>

23.1.1 The Employer will first open Techno-Commercial Bid, on the date online at IFB/ any subsequent communication from the employer. Bidder's attendance during the Techno-Commercial Bid opening in NCPS DADRI premises is not envisaged. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day.

23.1.2 The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of

evaluation of Techno-Commercial Bids.

23.1.3 Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be able to check bid opening status through e-tendering portal.

23.2 Price Bid Opening

23.2.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform the eligible Bidders in writing regarding date, time set for the online opening of Price Bid/ any subsequent communication from the employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, and/or not meeting the Qualifying Requirements shall also be informed in writing and their Price bid will be rejected and shall not be opened.

23.2.2 Price Bid for biomass pellets shall be opened at clause 20 of ITB above. After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date and time set for the opening of Price Bid.

23.2.3 Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid is found to be responsive, will be opened online. Bidder's attendance during the Price Bid opening in NCPS DADRI premises is not envisaged.

23.2.4 The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer.

24.0 Clarification on Bids

24.1 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the details mentioned in the bid for the purpose of meeting Qualifying Requirement and Allocation Criteria as specified in bidding documents. The request for clarification and the response shall be in writing only No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

25.0 Preliminary Examination of Techno-Commercial Bids

25.1 Employer will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

25.2 The Employer may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.3 Prior to the detailed evaluation, NCPS DADRI will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially

responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalties or reservations. A material deviation, exception, 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 that is inconsistent with the Bidding Documents, the Employer'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 have submitted substantially responsive bids.

25.4 No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer, by accepting the following through **Certificate for Compliance.**

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

Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to any 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.

25.5 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and any written clarifications, submitted by the bidder, if sought for by Employer. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25.6 QUALIFICATION AND ALLOCATION CRITERIA

Bidders shall certify their compliance on "Qualifying Requirements" on-line through GeM website by accepting the following through **Certificate for Compliance.**

"**Do you certify full compliance on Qualifying requirements**"

Employer, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements and allocation criteria stipulated in the bidding documents. The determination will takeinto account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB Clause as well as such other information as Employer deems necessary and appropriate.

Notwithstanding anything stated anywhere else in the bidding documents, Employer reserves the right to seek in writing information relating to qualifying

requirements and allocation criteria in addition to details contained in the bid. The bidder shall furnish required information promptly to the Employer.

NCPS DADRI reserves the right to verify any claims made by vendors and tocarry out a capability assessment. The decision of NCPS DADRI shall be finaln this regard. Notwithstanding any stated above, NCPS DADRI reserves the right toundertake a physical assessment of the capacity and capabilitiesincluding financial capacity and capability of the Bidder to performthe Contract, should the circumstances warrant such as assessment in the overall interest of NCPS DADRI.

Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected. An affirmative determination of meeting the qualifying requirements and allocation criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder.

26.0 DETAILED EVALUATION OF TECHNO-COMMERCIAL BIDS

Techno-commercial Bids, prepared and comprising details/documents in line with ITB Sub-Clause No. 20.1 submitted by Bidders will be evaluated as described below:

26.1 Employer will carry out a detailed evaluation of the Techno-Commercial Bids, previously determined to be responsive, in order to ascertain that the bidder fully meets Qualifying Requirements (ITB Clause 1.4) and Allocation Criteria,(ITB clause 1.5) and other provisions of bidding document, thereby eligible for quantity allocation as mentioned under ITB clause 27.5 and other provisions of bidding documents

26.2 Detailed evaluation of the Techno-Commercial Bids shall determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors,

i) Overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

ii) Any other relevant factors listed in the General Purchase Conditions, and Instruction to Bidders, or that EMPLOYER deems necessary or prudent to take into consideration.

During the course of Detailed technical evaluation, owner shall examine the bids to determine whether they are complete, whether document have been properly submitted and whether bids are generally in order. Material deficiencies in the bid may render the bid asnon-responsive and lead to rejection of the bid.

DetailedTechnicalevaluationwillbecarriedouttodetermineastowhether technical aspects are in accordance with the requirements set forth in this document.

Employer's determination of responsiveness will be based on contents of the bid itself and any written clarifications, submitted by the bidder, if sought for by Employer.

The bids considered as technically acceptable shall only be construed as qualifiedbidandonlysuchbidsshallbetakenupforfurtherevaluationand comparison.

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 to all the conditions of Bidding Documentsand its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer. 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.

26.3 After the evaluation process of Techno-commercial Bid is completed, Employer will inform the eligible bidders, in writing, regarding schedule of Price Bid Opening.

27.0 EVALUATION OF PRICE BID

Price Bid, prepared and submitted comprising details / documents in line with ITB Sub-Clause 20.3, by Bidders found eligible after evaluation of Techno-Commercial Bids, submitted in accordance with ITB will be evaluated as described hereinafter:

27.1 The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

27.2 The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. The Bids shall be evaluated for arriving at total FOR NCPS DADRI Station basis price.

27.3 The tentative schedule of quantity with a break-up proposed to be delivered toVidyut Nagar-NCPS Dadriwithin the Package, is mentioned at Technical Specifications. However, Bidders at their own cost, should make themselves aware ofVidyut Nagar-NCPS Dadriand various costs involved in delivering biomass pellets toNCPS Dadri.

27.4 The Evaluated Bid Price shall be arrived at considering quoted FORNCPS Dadribasis price. The indicated quantities for the plants, as further detailed at technical specifications. However, the Quantity Allocation (i.e.actual quantity to be supplied) may vary as per the provisions of the bid documents.

27.5 The evaluation of price bids shall be based on following:

The evaluation of price bids shall be done on the basis of Total FOR Price basis which shall be calculated as below:
Total FOR Price (C)(Rs/MT) = A+B

Evaluated Bid Price (**C**)= **A** i.e. Ex factory Price for non-torrefied Biomass {Rs. 2.436 Rs/1000Kcal or Rs 8282.40 / MT @3400 Kcal as notified by GoI including GST @5%} + **B**i.e. Transportation price including GST in Rs/Ton for GCV 3400 Kcal/KG.

27.6 Quantity Allocation

27.6.1 The Quantity allocation shall be done as per ITB Clause and the Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro residual based Biomass Pellets attached in the Bidding documents for Annexure-Alloc-A.

27.6.2 Quantity allocation may be less than the prescribed limit as above based on discretion of NCPS DADRI.

27.6.3 A bidder can offer to supply a minimum 20 TPD for the given station and afterwards, bidder can bid for the quantity only in multiple of 10 TPD. Bidder with quoted quantity/ available capacity less than 20 TPD for 365 days i.e. 7300 MT shall not be considered for quantity allocation.

27.6.4 Bidder shall quote FOR destination price along with applicable taxes and duties. The price break-up of FOR destination price and applicable GST shall be furnished in the Price schedule of the Plant.

For the purpose of Evaluation, GST quoted in the Bid shall only be considered. However, NCPS DADRI shall pay or reimburse GST at actuals or quoted, whichever is lower.

27.6.5 Total quantity allocation to a bidder shall be = Daily Quantity allocated to bidder× 365

27.6.6 TPD stands for “Tonnes Per Day”. Tonnes and Metric Ton (MT) have the same meaning.

27.6.7 In case of any discrepancy between offered quantity by the Bidder in GeM screen and Financial document (Excel sheet converted to pdf), the offered quantity by the Bidder in the Financial document (Excel sheet converted to pdf) shall prevail.

F. Award of Contract

28.0 AWARD CRITERIA

Subject to ITB Clause (Employer’s Right to Accept any Bid and to Reject any or all bids), Allocation criteria and other provisions of bidding documents, the Employer will award the Contract to the Bidder (whose bid has been determined to be substantially responsive to the Bidding Documents and

provided that such bidder has been determined to be qualified to perform the contract satisfactorily

The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer.

29.0 LETTER OF AWARD

29.1 Prior to the expiration of the period of bid validity, the Employer will notify the Successful bidder in writing by registered letter or by tele fax or by email, to be confirmed in writing by registered letter, that its bid has been accepted. The Letter of Award (LOA) as applicable as per bidding documents will constitute the formation of the contract and shall be effective from the date of award. Further, NCPS DADRI reserves the right that Letter of Award may not be placed for a particular project even after opening of price bid.

29.2 NCPS DADRI 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.

29.3 The Letter of Award shall supersede and will have overriding effect on GeM PO / Contract, in case of any conflicting provisions.

30.0 PRICE ADJUSTMENT ON ACCOUNT OF INDICES

The Contract price shall be on Firm Price basis and no adjustment on account of change in Indices is allowed.

*Refer Technical specifications Clause no. 10 & 11 for PRICEADJUSTMENT FOR GCV VARIATION and FINES.

G. Other Instructions

31.0 Contacting the Employer

Subject to ITB clause 2.1, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded.

Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.

32.0 Employer's Right To Accept Any Bid And To Reject Any Or All Bids

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

33.0 Ineligibility to participate in re-tender

Notwithstanding the provisions specified in ITB Sub-Clause 7 & 32. if a bidder after having been issued the LOA as applicable as per bidding documents , either does not accept the Letter of Award pursuant to ITB Clause 29or does not submit an acceptable Performance Security pursuant to GPC Clause 28.0, , and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package**and contractual action may be taken as per provisions of the Bidding documents**. Further, such vendor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.

34.0 OBLIGATIONS OF THE SUCCESSFUL BIDDER

The Successful bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to NCPS DADRI and shall at all times support and safeguard NCPS DADRI's legitimate interests.

35.0 Notwithstanding anything stated elsewhere in the Bidding Documents, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

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

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

36.0 INTEGRITY PACT (Annexure F 10)

37.0 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Employer.

38. (INDEPENDENT EXTERNAL MONITORS (IEMS):

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

The Independent External Monitor(s) (IEMs) have been appointed by NTPC Dadri, in terms of Integrity Pact (IP) which forms parts of the NTPC Dadri Tenders/Contracts. This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in EMPLOYER or directly with the IEMs address:

“The IEMs' Secretariat,
Admin Building, NCPS,
NTPC dadri Vidyut Nagar Dadri GB Nagar 201008 (UP).”

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

The Nodal officer for necessary coordination with Independent External Monitors shall be as under i) Concerned Head of C&M: if the issue pertains to awarding of Contract

ii) Concerned Head of Department : if the issue pertains to other departments)

iii) Head of Project/ Station : if the issue pertains to post-award execution or award of Contract by Project/ Station

39. POLICY FOR Debarment from Business Dealings

The Employer has in place a Policy for Debarment from Business Dealingsas enclosed at General Purchase Conditions (GPC) of the Bidding documents. 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."

Acceptance of the Policy for Debarment from Business Dealings is to be given on-lineby accepting the following attribute through Annexure-C, Certificate for Compliance document submission along with Techno-Commercial bid :

"Do you accept Policy for Debarment from Business Dealings?"

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder unconditionally adheres to NCPS DADRI's Policy for Debarment from Business Dealings.

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

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 General Purchase Conditions (GPC)

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

Further the successful bidder shall not be allowed to sub-contract 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 GPC.

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

a. "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.

b. "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.

c. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” as mentioned in ITB clause 40.1 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 employer 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.

d. The beneficial employer for the purpose of ITB clause “40.4” above will be as under;

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

Explanation-

i. “Controlling employership interest” means employership 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 shareholder’s agreements or voting agreements;

b) In case of a partnership firms, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has employership 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 employer is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has employershipof 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 employer is the relevant natural person who holds the position of senior managing officials;

e) In case of a trust, the identifications of beneficial employer(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 employership.

e. An Agent is a person employed to do any act for another, or to represent

another in dealings with third person

41. Detention Charges

a Detention Charges of Truck (Applicable only for trucks having hydraulic unloading mechanism / Hyva Truck) - not applicable if the unloading is being done manually Free unloading time: 24 hrs from the date and time of placement of the truck

within NTPC Dadri stations during normal working hours excluding holidays. Supplier to provide authorized representative to acknowledge delivery (including shortage, damage, deterioration) of consignment at the site.

The detention charge would be payable if the unloading time exceeds the stipulated time (i.e. 24 hrs), and the delay is on account of NTCP Dadri.

Detention charges (beyond free unloading time) per day would be as follows:-For Hydraulic/Hyva Truck: Rs.1900/- (per day) However, all intervening holidays and Sundays will be excluded from the detention period calculate

No detention charges shall be considered if the vehicle is placed on holidays/Sundays or in the event of force majeure conditions. Also, NTCP Dadri will not be responsible for vehicles detained at the main gate entry of Stations (CISF check Post) for any reason whatsoever.

No detention charges shall be considered if the vehicle is placed on holidays/Sundays or in the event of force majeure conditions. Also, NTPC dadri will not be responsible for vehicles detained at the main gate entry of Stations (CISF check Post) for any reason whatsoever.

42 NCPS DADRI PAYMENT PROCEDURE

A. For all the cases where payment documents are to be directly submitted to NCPS DADRI (excluding Payment through Bank cases), the Invoice and supporting document(s) as required in the Purchase Order have to be submitted in original hard copy.

B. While submitting the Invoice/ Bills & related documents in physical form, Vendors are required to mention the following details on the top of the envelope: Invoice/Bill reference No.

C. In addition to above, vendors are requested to mention their correspondence E-mail & Mobile No.in the Covering Letter, through which invoice processing related information/clarification request may be sent.

D. For payment cases through bank, all original documents are to be submitted in bank as per terms of PO.

43 Details of Consignee & Engineer In charge

Consignee: AGM (FM), Vendor shall raise invoice in the name of AGM (FM)
Engineer In charge: AGM (FM), NCPS DADRI, Vidyut Nagar, UP

44 Treatment of previous contracts of non-torrefied biomass pellets:

In case a bidder, who is having ongoing short-term contract for supply of non-torrefied biomass pellets for NCPS Dadri (other than 07 years long term), has been awarded new contract, then supplies under the new contract will be accepted only after successful completion of all contractual obligations in the earlier awarded contract. The bidder will be required to supply the combined quantity of biomass pellets i.e addition of TPDs of both previous and new contracts as per direction/consent of EIC to complete the supply of previous contract first. In that case, until quantity of previous contract is completed, payment will be done on the basis of previous PO.

LD on delay in supply against new contract shall be levied if supply is not started within 30 days after completion of supply against previous contract.

In case a bidder, who is having ongoing 07 years long term contract for supply of non-torrefied biomass pellets for NCPS Dadri, has been awarded new contract against this tender, then supplies will be considered separately for both contracts on monthly basis for the calculation of LD, as per contracted TPD.

In case of any issue/conflict regarding above modality including LD, the decision of NCPS DADRI shall prevail& be binding.

45 CONFLICT OF INTEREST

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, or are controlled by or are under common control of another entity; or

b) they have the same legal representative/agent for purposes of their bids;

or

c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or

d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e) Bidder participates in more than one bid in this bidding process. For the purposes of this clause the term 'control' shall have the following

meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner. Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.

Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by accepting the following attribute through Annexure-C Certificate for Compliance document submission

along with Techno-Commercial bid Acceptance of above attribute 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.

46 **Change in Notified Benchmark Price:**

In case of revision in bench mark price notified by GOI, if any, during execution of contract, then revised bench mark price notified by GOI shall be applicable.

Annexure-Alloc-A

Methodology for Allocation of quantities & evaluation of Bids in Bucket filling approach for Agro residual based Non-torrefied Biomass Pellets

I The Methodology to be followed are as under

(A) 25% of the tendered quantity/quantity considered for filling the Bucket shall be offered to MSE bidders as per Public Procurement Policy for MSEs Order notified by GoI.

(B) Bidders sourcing raw materials (agro residue-preferably rice straws) from Punjab, Haryana and NCR [hereinafter called as Punjab bidders] for manufacturing of pellets are proposed to be given preference for 15% of the tendered quantity/quantity considered for filling the bucket

(C) Further, if a bidder is MSE as well as Punjab, Haryana or NCR bidder [hereinafter called as PMSE Bidder], then such Bidder shall be treated as MSE Bidder for purpose of allocation of quantity and evaluation. Further, the quantity allocated to PMSE Bidders shall be considered for meeting norms for benefits/preferences for both categories i.e. MSE as well as Punjab, Haryana and NCR bidder categories

II Allocation Criteria:

1. Total tendered quantity is 600 TPD for 365 days i.e. 2,19,000 MT.

2. Quantity allocation to traders will be limited to 20 TPD.

3. For existing manufacturers, Total Manufacturing capacity of the vendor will be certified by a practicing Chartered Accountant on TPH basis). The average TPD capacity will be calculated based on 10 hrs operation per day. It may be noted that 10 hrs operation per day is considered based on derating/underutilization of palletisation machine for different agro residues and time required for overhauling or maintenance of machines.

If the total manufacturing capacity works out to more than 60 TPD, the capacity may be physically verified by CC-FM/ Station (FM) the report may be submitted to Tender committee.

4. The available Manufacturing capacity considered for allocation of quantity shall be determined as under:-

Available Manufacturing capacity (TPD)	(Total Existing manufacturing capacity in TPD) – Existing commitment other than NTPC in TPD- (Total Long-term order/s* in TPD + Total Order qty in TPD for any short-term order placed in past one year + Total allocated quantity in TPD under any ongoing tender) in any NTPC station/s and JV/s/Subsidiaries for non-torrefied pellets

The available manufacturing capacity shall be certified by practicing CA.
*Order/s mean/s POs/ LoIs/LoAs

5. The minimum quantity to be quoted by a bidder shall be 20 TPD and the increments shall be in the multiples of 10 TPD.

6. Further, the available Manufacturing capacity considered for allocation of quantity shall be determined in line with data as per Attachment 7B, Section V as under:

S. No.	Plant location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, Other)	Palletization Machine Make	Number of palletization Machines(A)	Capacity in TPH per machine(B)	Total capacity of pellet M/cs(TPH) (AXB)
1*						
2*						
3*						
Total						

S. No.	Plant location	Hammer mill Make	Number of Hammer mill Machines(A)	Capacity in TPH per machine(B)	Total capacity of hammer mills(TPH) (AXB)
1*					
2*					
3*					
Total					

** Bidder may add more rows, if required*

6.1. Bidders may please note that for Capacity evaluation purpose, the TPD capacity (least of total pellet M/c or total Hammer mill capacity) will be calculated based on 10 Hr operation per day.
For example, for one 2 TPH machine/hammer mill, the TPD capacity will be taken as 20 TPD. If the declared capacity is more than the calculated capacity as per this formula, the same shall be restricted to calculated capacity.
6. 2. If the total TPD capacity works out to 60 TPD or more, NTPC may verify the capacity before allocation of quantity.
6. 3. In case of any misrepresentation of the facts, the bid shall be rejected, and action may be taken as per the terms and conditions of the tender.
The available manufacturing capacity shall be certified by practicing CA.
*Order/s mean/s POs/ LoIs/ LoAs

7. Further, in case of consortium, bidder's attention is drawn towards following Illustration regarding allocation criteria-

S N	Combination of Consortium Partners	Eligible quantity to be allocated
1	Trader + Manufacturer	Available Manufacturing capacity of manufacturer
2	Manufacturer 1 + Manufacturer2	(Available Manufacturing capacity of manufacturer 1) + (Available Manufacturing capacity of manufacturer 2)
3	Manufacturer 1 + Manufacturer 2 + Trader	Available Manufacturing capacity of manufacturer 1) + (Available Manufacturing capacity of manufacturer 2)

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III Bucket filling (Quantity allocation)

A) Quantity allocation (Bucket Filling) will be done from the lowest bidder to highest bidder, limiting the allocation to quoted quantity/available manufacturing capacity for existing manufacturers. For other category of vendors, allocation shall be limited to 20 TPD.

B) The minimum qty to be quoted by the bidder shall be 20 TPD. If at the end of bucket filling the leftover quantity is less than 20 TPD, last bidder's allocation quantity may be adjusted to below 20TPD so that the total allocation doesn't exceed the tender quantity

C) In case of tie in the total bid price between multiple vendors, quantity allocation shall be done in 20TPD/bidder lots. If the available quantity is not fully allocated in the first round, allocation will be done in the next round in multiples of 20 TPD per vendors. The exercise shall be continued till the available capacity is fully allocated or the quoted/available capacity of the vendors is fully exhausted. However, total allocation shall be restricted to available manufacturing capacity for existing manufacturers and 20 TPD for others.

D) If available/unallocated quantity is less than 20 TPD per vendor in any round, equal qty shall be distributed amongst the vendors.

E) If the bid quantity at same price is more that the tender quantity, then the quantity to be adjusted proportionately among all the manufacturers / traders / aggregators based on the assessed quantity. However Maximum qty which can be allocated to trader/ aggregator is 20 TPD.

F) Example Say if the bid qty is 1000 TPD(A) at zero transportation & Tender qty is 600 TPD(B)

Then the allocated quantity will be .

SL	category	Assessed capacity (C)	Proportion (B/A)	Allocated qty (B/A) *(C)
1	MANUFACTURER	50	0.6	30
2	TRADER	20	0.6	12
3	MANUFACTURER	60	0.6	36
4	MANUFACTURER	100	0.6	60
5	TRADER	20	0.6	12
6	MANUFACTURER	200	0.6	120
7	MANUFACTURER	150	0.6	90
8	MANUFACTURER	120	0.6	72
9	MANUFACTURER	160	0.6	96
10	TRADER	20	0.6	12
11	MANUFACTURER	100	0.6	60
11	TOTAL	1000		600

IV Allocation to MSEs and Punjab Bidders.

Allocation to MSEs and Punjab bidders shall be as per the existing approved methodology.

V Extension of contracts:

1. If a vendor received orders as an existing BM pellet manufacturer, on zero transportation cost and successfully completes 80% of allocated quantity, then they may be given extension of maximum 12 months for same awarded TPD and at zero transportation rate at the discretion of NTPC and as per requirement of NTPC station.

2. The extension of the contract may be considered for the vendors, who fulfil the abovementioned criteria and tender quantity may be modified accordingly at the time of publishing the tender for next contract period on pro rata basis.

Section – III

GENERAL PURCHASE CONDITIONS (GPC)

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
1.0	**DEFINITIONS** Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning: (a) **"Contract"** means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract and the term "the Contract" shall in all such documents be construed accordingly. **"GPC"** means the General Purchase Conditions**.** (b) **Applicable Law** - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India. (c) **Contract Price** means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. (d) **Bidder** means the party to whom the Invitation for Bid is issued and who submits its Bid.. (e) **"Contractor"** means the person(s) whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor. (f) **Government** means the Government of India. (g) **Local Currency** means the currency of the Government of India i.e. Indian Rupees. (h) **Party** means NTPC or Bidder, as the case may be, and "Parties" means both of them. (i) **Personnel** mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof. (j) **Services** means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract or Purchase Order or LOA. (k) **Law Governing the Contract** : The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. (l) **MT or Ton or Tonne** means Metric Tonne which is equivalent to 1000 Kg. (m) **TPD** means Tons Per Day

(n) **Quarter** - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.

"**Day**" means calendar day of the Gregorian Calendar.

"**Month**" means calendar month of the Gregorian Calendar.

(o) **"Plant" or "Project" or "Site"** or "**Station**" means the Power Plant where the supplies of biomass pellets are to be made.

(p) "**Owner**" or "**Purchaser**" or **"Buyer"** or "**Employer**" or "**NTPC**" means NTPC Ltd, New Delhi (A Govt. of India Enterprise) and includes the legal successors or permitted assigns of the Purchaser or Buyer or Owner or Employer.

(q) "**Goods and Services Tax**" or "**GST**" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) which shall be fully complied with by the bidder.

(r) Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity/ Schedule of Quantities/ Bill of Quantities; Employer / NTPC; Bid Security/ Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other

(s) Throughout these Bidding Documents, the term Plant /Project/Station/Site appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other

(t) Throughout these Bidding Documents, the term Supplier /Contractor/Vendor appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other

(u) Throughout these Bidding Documents, the term Purchase Order / Service order/ Contract Agreement / Letter of award/ Notification of Award appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other

1.1 "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.

1.1.1 The beneficial owner for the purpose of clause "1.1 (d)" above will be as under;

a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;

b) In case of a partnership 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.

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

2.0 **CONTRACT DOCUMENTS**

The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called **Supplier**.

3.0 **INTERPRETATION**

Language

3.1.1 All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GPC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.2 **Singular and Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 **Headings**

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 **Persons**

Any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.

3.5 **Incoterms**

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 **Construction of the Contract & Letter of Award**

3.6.1 The Contract to be entered into between the Employer and the Contractor shall be on FOR NTPC Power Plant(s) basis.

3.6.2 NTPC shall place project wise Letter of Award for supplies.

3.6.3 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter, that its bid has been accepted. The Letter of award will constitute the formation of the contract and shall be effective from the date of award.

3.7 **Entire Agreement**

Subject to GPC Sub-Clause 27.4 hereof, the Contract constitutes the entire Agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.8 **Amendment**

No amendment or other variation of the Contract (Purchase Order) shall be effective unless it is in writing, is dated, expressly refers to the Contract (Purchase Order) , and is signed by a duly authorized representative of each party hereto.

3.9 **Independent Contractor**

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, Consortium or other joint relationship between the parties hereto i.e. NTPC and the Contractor.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the owner.

3.10 **Consortium**

If the Contractor is a consortium of maximum three (03) firms they shall be jointly and severally bound to the Owner for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium shall not be altered without the prior consent of the Owner.

3.11	**Non-Waiver**
3.11.1	Subject to GPC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
3.11.2	Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
3.12	**Severability**
	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
3.13	**Country of Origin**
	"Origin" means the place where the materials and other supplies for the Facilities are grown, produced or manufactured, and from which the services are provided.
4.0	**NOTICES**
4.1	Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the contract.
4.1.1	All notices to be given under the Contract shall be addressed to Engineer-in-charge.
4.1.2	Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
4.2	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
5.0	**GOVERNING LAWS**
	The Contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The court of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

6.0 SETTLEMENT OF DISPUTES

6.1. 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 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 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.

6.2. **Mediation through Independent External Monitors (IEMs)**

If the parties fail to resolve a dispute or difference by mutual consultation within a period specified at Cl. 6.1, the dispute, if the parties agree, may be referred to the Panel of IEMs for Mediation.

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

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

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

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

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

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

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

The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/-per sitting and same shall stand revised as and when revised by Central Vigilance Commission

6.3. **Resolution of Dispute through Conciliation**

If the parties fail to resolve such a dispute or difference by mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above, the dispute if the parties agree, may be referred to Conciliation.

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

(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation

shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).

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

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

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

6.3.1. **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/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, 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.25crore (excl. interest).

6.3.1.1. **Invitation for Conciliation through ESC:**

6.3.1.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 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.

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

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

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

6.3.1.2. **Conciliation through ESC:**

6.3.1.2.1. Where Invitation for Conciliation has been furnished under GCC sub clause 6.3.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.

6.3.1.2.2. ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.

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

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

6.3.1.3. **Proceedings before ESC:**

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

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

6.3.1.3.2. The parties shall file their claim and counterclaim in the following format
a. Chronology of the dispute
b. Brief of the contract
c. Brief history of the dispute
d. Issues

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.

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

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

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

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

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

6.3.1.4. **Fees & Facilities to the Members of the ESC**

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

S. No.	Fees/ Facility	Entitlement
1	**Fees**	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	Employer's conference rooms
Facilities to be provided to the out-stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/

		reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for out stationed members	As per entitlement of Independent Directors.
8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day

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

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

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

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

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

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

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

c) proposals made by the Conciliator; and

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

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

If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, 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. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

6.3.2.1. Invitation for Conciliation through CCIE:

6.3.2.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 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.

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

6.3.2.1.3. 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.

6.3.2.2. Conciliation Committee of Independent Experts:

6.3.2.2.1. Where Invitation for Conciliation has been consented to under GCC sub clause 6.3.2.1, 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.

6.3.2.2.2. 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.

The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as **Annexure-I to GPC**.

6.3.2.3. **Proceedings before CCIE:**

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

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

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

6.3.2.3.4. 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 CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.

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

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

6.3.2.4. **Fees & Facilities to the Members of the CCIE**

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

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

All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially.

Thereafter it shall be shared equally by both parties on completion of the conciliation process.

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

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

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

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

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

6.3.2.6. 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.

6.4. Arbitration

6.4.1. If the process of mutual consultation and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of

dispute through CCIE not exercised as mentioned at GCC Sub-Clauses 6.1, 6.2, 6.3, above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.

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

In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable law other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.
The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

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

The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.

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

6.4.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 6.4.1, shall be finally settled by arbitration.

6.4.3. 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 raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:
(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.

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

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

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

(d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.

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

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

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

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

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

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

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

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

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

6.4.4. 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 taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation as brought out at GCC Sub Clause 6.1 above.

6.5. Notwithstanding any reference to the 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.

7.0 Order of Precedence

The order of precedence of documents shall be as under:

a) Letter of Award/ Purchase Order/ Letter of Intent/Contract Agreement along with its annexures.
b) Amendment to Bidding Documents
c) Technical Specifications & Scope of Work & Field Quality Assurance plan, if any
d) General Purchase Conditions
e) The Bid and BOQ submitted by the Supplier
f) Instructions to bidders

	An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents
8.0	**SCOPE**
8.1	The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the bidding documents herewith
8.2	The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.
8.3	The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
9.0	**DELIVERY SCHEDULE**
	The delivery Period shall commence from date of the Letter of Award/Purchase Order.
	The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as mentioned at Clause no. 6.0 of Technical specifications of the bidding documents.
10.0	**CONTRACTOR'S RESPONSIBILITIES**
10.1	The Contractor shall supply biomass Pellets at NTPC Power Plant(s) with due care and diligence in accordance with the Contract.
10.2	The Contractor shall confirm that it has entered into this Contract on the basis of a proper examination of the data relating to the Supplies provided by the Owner, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Supplies as at the date seven days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Supplies.
10.3	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract. The Contractor shall acquire all other permits, approvals and/or licenses hereof and that are necessary for the performance of the Contract.
10.4	The Contractor shall comply with all laws in force, including in the country where the Biomass Pellets Supplies are to be carried out. The laws will

include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

10.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GPC Clause 3.13 (Country of Origin).

10.6 Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.

10.7 **Passage of Title:**

The title of shipment shall pass on from Contractor to owner shall takes place at respective NTPC stations upon receipt of biomass Pellets.

11.0 AUTHORISED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.

12.0 PACKING

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.

The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.

All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.

13.0 MODE OF TRANSPORT

As per Clause 16 of Technical Specifications.

14.0 PATENTS

All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.

The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by

the Contractor.

The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.

The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.

15.0 INDEMNIFICATION

The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.

16.0 CONTRACT PRICE

16.1 The Contract Price shall be as specified in the LOA/ Purchase Order.

17.0 TAXES AND DUTIES

17.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

17.2 GST shall be payable @5% as applicable.

17.3 Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

17.4 The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.

17.5	The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on NTPC due to such default.
17.6	Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
17.7	The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change to fully take into account such change pertaining to GST on FOR Price and GST Compensation Cess by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GPC Clause 24 (Change in Laws and Regulations) hereof. However, these adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.
17.8	The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill
17.9	The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.
17.10	The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.
17.11	The Employer will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.
17.12	ENTRY TAX: **Subsumed in GST.**
17.13	Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Contractor is solely responsible to get such ITC from the concerned authorities. NTPC shall have no role in availing such benefits.
18.0	**COMMENCEMENT/ COMPLETION AND MODIFICATION OF CONTRACT**
18.1	Effectiveness of Contract: The Contract shall come into force with effect from the date of award.

18.2	Contract Period: Notwithstanding anything to contrary contained in the Contract, A Bidder shall offer to supply of biomass pellets as stipulated in Clause no. 5.0 of Technical Specifications of the Bidding Documents.
18.3	Modification: Modification of the terms and conditions of the Contract, including any modification of the Scope of work or of the Contract Price may only be made by written Agreement between the parties.
19.0	**PAYMENTS TO THE CONTRACTOR**
19.1	Payment will be made to the account of the Contractor according to the payment terms stated here-in-after, based on the certification of Engineer-in-Charge at respective NTPC Power Plant. Respective NTPC Plant shall process the payments after the conditions listed for such payment have been met, and the Contractor has submitted an invoice to respective NTPC Plant specifying the amount due. In case of payments to Consortium, NTPC may release payment to the Leader and/or to any of the Consortium Partner (s) duly authenticated by the Leader. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a Consortium. Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.
19.2	All supply payments, including transportation, Insurance, taxes and duties (wherever admissible) etc. shall be made direct to the Contractor by the Employer. In order to facilitate the owner to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform the NTPC. The Bidder shall hold NTPC harmless and NTPC shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the NTPC in the prescribed form without intimation to NTPC duly acknowledged.
19.3	Payment shall be released on submission of invoice in quadruplicate along with supporting documents to the respective NTPC Power Plant, verifiable by the respective NTPC Plant. Payment shall be released within fifteen (15) working days of receipt of invoice complete in all respect with supporting documents pursuant to the Contract.
19.4	The Employer has established a Vendor Payment portal where Vendor/Contractor shall submit their digital bill/invoice and may track its status. The Application for Payment along with all the supporting documents shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed

with Class-2/3 digital Signature and must be uploaded in the Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.

FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode can be accessed through the following link: https://pradip.ntpc.co.in/VendorFinal/Login.jsp

20.0 PAYMENT TERMS

20.1 100% of payable amount shall be paid within 15 days of receipt of material at site subject to submission of CPG/SD as per GPC clause 28.0 and fulfillment of relevant clause of GPC 19.0

20.2 Price Adjustment on account of GCV: The final payments to the vendor shall be done according to the Adjusted Price mechanism where Adjusted prices shall be calculated as detailed in Technical Specification.

Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.

The payment shall be processed by Engr-in -Charge (EIC). The bills are to be submitted to EIC.

All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc.

Payment shall be processed only after receipt of invoice complete in all respects with supporting documents.

20.3 The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations. The Lead Partner shall be authorised to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.

20.4 Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses 20.1, 20.2 and 20.3 of GPC. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.

Wherever technically feasible, such payments shall be made electronically

only as per details of Bank account indicated in the Contract.

The payment shall be processed by Engr-in-Charge (EIC). The bills are to be submitted to EIC.

20.5 All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as ***LR copy/ e-way bill/ toll tax receipts*** etc, to ensure that Biomass Pellets have been supplied from bidder's declared place (District) of manufacturing plant as mentioned in **Attachment-6** for the respective project .

20.6 The Consortium shall necessarily identify one of the partners as lead partner. However, the partners of the Consortium are jointly and severally liable to the Owner to perform all the contractual obligations.

The Lead Partner shall be authorised to receive instructions for and on behalf of any and all Partners of the consortium and the entire execution of the Contract, shall be done exclusively with the Lead Partner. NTPC may release payment to the Lead Partner and/or to any of the consortium Partner (s) duly authorized by the Lead Partner. However, the above is without any additional liability of whatsoever nature to NTPC, in case of award of contract to a consortium.

20.7 **PAYMENT TERMS: Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs)**

"Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers. The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A. TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoice martand RXIL. Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism. For queries/ details, the vendor may directly contact M1xchange or RXIL at:- (i) M1XCHANGE:- URL: https:\\m1xchange.com Toll free No.: 1800-103-7261 (ii) RXIL:- URL: https:\\www.rxil.in/Home/Index Phone: 022-40771424, 40771426 Toll free No.: 1800 1038 311" The aforesaid provision may not be applicable for

payments envisaged through "Letter of Credit (LC)" or "Escrow Account" or "A separate account with a Scheduled Bank at Site".

21.0 TAX DEDUCTION AT SOURCE

Tax deduction at source shall be governed as per prevailing rules.

22.0 PRICE ADJUSTMENT FOR GCV VARIATION

AS PER CLAUSE 10 OF "TECHNICAL SPECIFICATIONS"

23.0 QUANTITY ADJUSTMENT

AS PER CLAUSE 11 OF "TECHNICAL SPECIFICATIONS

24.0 CHANGE IN LAWS AND REGULATIONS

If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the supply period, the Contract Price shall be correspondingly increased or decreased, and/or the supply period shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. **However, these adjustments would be restricted to direct transactions between the Owner and the Contractor.** These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.

25.0 No breach of contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

26.0 FORCE MAJEURE

Force Majeure is herein defined as any cause which is beyond the control of either party of the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of

its obligation under the Agreement such as but not limited to:

a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;

b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;

c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection;

d) Strikes and lock outs.

Burden of Proof:

The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages.

The party, which is unable to fulfill its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Contractors or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. The Contractor who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.

27.0 **HANDLING OF DOCUMENTS / CONFIDENTIALTIY**

27.1 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

27.2 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the Supplies of biomass Pellets. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than Supplies of biomass pellets as are required for the performance of the Contract.

27.3 The obligation of a party under GPC Sub-Clauses 27.1and 27.2 above,

however, shall not apply to that information which

(a) now or hereafter enters the public domain through no fault of that party

(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

27.4 The above provisions of this GPC Clause 27 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

27.5 The provisions of this GPC Clause 27 shall survive termination, for whatever reason, of the Contract.

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware 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.

28.0 CONTRACT PERFORMANCE GAURANTEE

Security Deposit: CPG/SD is to be kept @ 5 % of total contract value The CPG/SD shall be either deposited 100% within 30 days of placement of LOA/LoI or Alternatively, 25% of CPG shall be submitted as initial Security deposit within 30 days of LOA/LoI and the remaining amount shall be collected by deduction of 10% in each bill till the total security deposit is collected.

100% of total Security deposit shall be submitted within 30 days of placement of LOA.

Alternatively, 25% of total Security deposit shall be submitted as initial Security deposit within 30 days of LOA and the remaining amount of security deposit shall be collected by deduction of 10% in each bill till the total security deposit is collected.

The Successful bidder(s) shall furnish the Performance Bank Guarantee to NTPC as per format enclosed at Annexure-F6 of Bidding Documents inclusive of estimated Taxes & Duties as applicable, CPG may be submitted in any of the following forms:

- A crossed Demand Draft / Bankers cheque drawn in favour of NTPC Ltd. Payable at (station inviting tender as per bidding document)

- An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC from any of the Banks listed at Annexure-F8 to Volume V of the bidding documents.

The Performance Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the contract.

Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.

The Bank guarantee submitted from within India towards, Contract Performance Security, shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.

Employer's name and address in respect of EOC, Noida and for the purpose of BG may be taken as mentioned in IFB under address for Communication in IFB.

In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.

The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.

The name and designation of the Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.

Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.

Confirmation of BGs through Structured Financial Messaging System (SFMS) While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided herein below

(a) Bank Name: ICICI Bank Limited
(b) Branch: CONNAUGHT PLACE BRANCH
(c) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
(d) IFSC Code: ICIC0000007

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

BG advising message: IFN 760COV/ IFN 767COV via SFMS
Field Number: Particulars (to be mentioned in Row 1)
7037: NTPCBG (unique identifier)

Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.

In case of Consortium, in the event of award to the Successful bidder, Performance Bank Guarantee, shall be in the name of all the Partners of the Consortium.

Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

28.1 Reimbursement of Bank Guarantee for the extended period:

If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GPC Clause 28, then the Time for Completion shall be extended in accordance with ITB clause 15**,** and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

The Bank Guarantee Charges for the extended period shall be reimbursed at actuals based on the written request of Contractor.

The reimbursement of BG charges shall be made on the basis of documentary evidence submitted by the Contractor (such as debit advice of Bank) along with a Certificate from the issuing Bank, as per the format enclosed in Section-V (**FORMS & FORMATS**).

The aforesaid reimbursement of Bank Guarantee Charges shall be inclusive of GST.

29.0 **SUSPENSION OF OBLIGATIONS**

The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as

defined in Clause 26.0 or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract/Agreement.

30.0 NO WAIVER OF RIGHTS

Neither the inspection by NTPC or any of their agents nor any order by NTPC for payment of money or any payment for or acceptance of, the whole or any part of the Works by NTPC, nor any extension of time, nor any possession taken by NTPC shall operate as a waiver of any provision of the Contract, or of any power reserved to NTPC, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

31.0 CERTIFICATE NOT TO AFFECT RIGHT OF NTPC AND LIABILITY OF CONTRACTOR

Neither the payment made by NTPC nor any extension of time for execution of the Works granted by NTPC shall affect or prejudice the rights of NTPC against the Successful Bidder or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify NTPC, nor the acceptance by them of any sum paid affect or prejudice the rights of the Contractor against NTPC.

32.0 GRAFTS, COMMISSIONS, GIFTS ETC

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with NTPC, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to NTPC resulting from any cancellation. NTPC shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.

33.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

34.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

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

(b) the aggregate liability of the 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'.

34.1 **NO CLAIM FOR INTEREST OR DAMAGE**

34.1.1 INTEREST ON MONEY DUE TO THE CONTRACTOR:

Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.

34.1.2 NO CLAIM FOR INTEREST OR DAMAGE:

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

35.0 TERMINATION

In addition to provisions specified elsewhere in the bidding document,.The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :

(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Supplier becomes insolvent or bankrupt;

(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or

(d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.

(e) if the Employer, at its sole discretion, decides to terminate this Contract.

(f) If the Contractor, sub-contracts any part of the works in violation of the provision of ITB Clause 50.0.

In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/ supplies executed by the Supplier/ Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.

Delivery schedule already finalized and intimated to the Contractor shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract

36.0 DEFENSE OF SUITS

If any action in court is brought against for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their employees, the Contractor shall in all such cases indemnify and keep NTPC or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.

37.0 JURISDICTION

The courts in Delhi shall have the exclusive jurisdiction in matters arising under the Contract.

38.0 ASSIGNMENT

The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge

any monies due and payable to it or that may become due and payable to it under the Contract.

39.0 DEFAULT / RISK PURCHASE:

The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:

39.1 The Seller fails to deliver any or all of the goods within the time period(s)specified in the Contract or any extension thereof granted by the Owner; or(b) the Seller fails to perform any other obligation(s) under the Contract.

39.2 In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, biomass pellets supplies of similar specifications and the bidder shall be liable to the Owner for any excess costs for such similar biomass pellets. However, the bidder shall continue performance of the Contract to the extent not terminated.

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

39.3 The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of biomass pellets to the Destination site. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.

40.0 COMPLIANCE WITH GOVERNMENT ORDERS

The biomass pellets supply under the Contract, is meant for the purpose of generation of power at NTPC power Plants. The Contractor shall ensure compliance of all regulations/conventions/ policies/ guidelines/ orders etc. of Govt. of India/State in force related to any or all of the activities covered in insurance, clearing, handling & forwarding, and insurance.

In case of any modifications in any of the provisions in respect of supply of biomass pellets, during the currency of the contract, the same shall become applicable and binding on Contractor and NTPC with immediate effect.

Price variation shall not apply on FOR Price (including transportation). However, if the benchmark price is revised during the tenure of the contract, such revised price shall be applicable as per the notification of such revision without any change in transportation cost.

41.0 INSPECTION AND TESTS

All materials shall be inspected as per provisions of Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.

42.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

a) If upon delivery, whether inspected and approved earlier or otherwise, the biomass pellets supplies is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.

b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.

43.0 LIQUIDATED DAMAGES (LD)

In case of the award, the contractor shall have to start delivery of material within 30 days from date of LOA. However, to facilitate initial capacity ramp up, no Liquidated Damage (LD) shall be levied for initial 60 days from LoA date (herein after referred as 'NO LD period').

After NO LD period, for supply shortfall more than 30% from the total of monthly delivery schedule during the Supply period, Liquidated Damage (LD) at the rate of 5% of quoted FOR price (excluding taxes) per tonne shall be levied for supply shortfall beyond 30% and shall be adjusted against running bills. For supply shortfall up to 30% from the total of monthly delivery schedule in Supply period, no liquidated damage shall be levied.

The total amount of liquidated damages for shortfall in supply of materials under the contract shall not exceed five percent (5%) of the total Contract Price.

Although the contractor shall supply the material as per quantity offered on daily basis, contractor shall have the flexibility to supply the material in greater quantity than offered to supply on daily basis on mutual consent basis to meet the supply requirement. In such case, Contractor shall give one week advance intimation to NTPC site and NTPC site shall give the consent to supply material in greater quantity after assessing traffic congestion or other aspects as required.

DIVERSION OF SUPPLIES -Deleted

44.0 INTEGRITY PACT

45.0 If the Employer has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), the Employer shall encash the Contract Performance Bank Guarantee, in accordance with Section-4 of Integrity Pact'.

46.0 **INDEPENDENT EXTERNAL MONITORS (IEMS):**

The nodal officer for necessary coordination with Independent External Monitors (IEMs) shall be as under:

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

47.0 **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 four parameters, the Contractor shall be considered ineligible for participating in future tenders for two years:

- Financial Status
- Contract Execution Capability
- Claims & Disputes

On completion of above ineligibility period, the Contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. On receipt of such request, the performance of the Contractor shall be assessed/re-evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders'.

48.0 **WITHHOLDING/BANNING/SUSPENSION**

The Employer has in place a Policy for Debarment from Business Dealings **may please go through NTPC Tender website https://ntpctender.ntpc.co.in/ Policy Docs** "Policy for Debarment from Business Dealings (Rev-4 dated 05.05.2023)". Business dealings may be withheld or banned with the Contractor on account of any Default by the

Contractor under any of the grounds as detailed in the said Policy for Debarment from Business Dealings."

49.0 SUB-CONTRACTING

The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

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

50.0 FRAUD PREVENTION POLICY

The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website https://ntpctender.ntpc.co.in. The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

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

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

Enclosures to GPC:
Annexure-I Conciliation Committee panel

Annexure-III to GPC

506076(17)/2022/HYDEL-II SECTION

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

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

OFFICE MEMORANDUM

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

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

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

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

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

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

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

Encl: as above.

(Vikrant S. Dhillon)
Deputy Director
Email: hydro2-mop@gov.in

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

Mandatory to fill

Name of Package…… FOR
NCPS NTPC dadri
Bidding Document no.GEM.....
(DECLARATION ON POLICY OF DEBARMENT FROM BUSINESS DEALINGS)

Bidder's Name and Address To NTPC Dadri
.....
.....
.....

Link for Policy of Debarment: **https://ntpctender.ntpc.co.in/ Policy Docs** "Policy for Debarment fromBusiness Dealings (Rev-4 dated 05.05.2023)

1. We have read the contents of the Policy of Debarment from Business Dealings of NTPC available on above link agree to abide by this policy. Further, in terms of requirement under Debarrment policy we hereby declare the following:

a. We have not been Debarred/ Banned / Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

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

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

2. We further declare as under: That if at any point subsequent to award of Contract, the declarations given above are found to be incorrect. NTPC Limited 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.

Yours faithfully,

Date : (Signature).....
Place : (Printed Name).....
(Designation).....

(Common Seal).....

VOLUME IV

TECHNOCAL SPECIFICATION (TS)

Technical specifications and other terms and conditions for the above are given below-

S.No		Description
1.	**About NTPC**	NTPC Ltd. (A Govt. of India Enterprises), a Maharatna Company, is India's largest power generation company with its roots planted way back in 1975 to accelerate power development in India. Since then it has established itself as the dominant power major with presence in the entire value chain of the power generation business. From fossil fuels, it has forayed into generating electricity from hydro and renewable energy sources. The total installed capacity of the company is over 73,824GW (including JVs). NTPC has an ambitious plan to become 130GW plus company by 2032.
2.	**Introduction**	From largely coal based generation, NTPC will have a diversified fuel mix by 2032, with non-fossil fuel based generation capacity making up more than 30% of NTPC's portfolio. In this direction, NTPC has led the way in co-firing agro-residue based Biomass pellets (Biomass Pellets would mean both Non-torrefied pellets and torrefied pellets taken together, unless specified otherwise) with coal for power generation. Biomass pellets firing in boilers result in net zero CO_2 emissions as the emitted CO_2 gets absorbed in next crop cycle by photosynthesis. Thus, it is a carbon neutral fuel and a renewable source of energy. Even after considering energy use in agro-residue collection, processing and transportation, there is significant net CO_2reduction as compared to coal firing, making it a greener alternative. This initiative would also address the issue of burning of stubble (i.e. paddy straw and other agro-residues) in the fields by farmers, while also generating additional revenue for them. Stubble burning in fields emits large amount of ash/soot/ unburnt carbon to the atmosphere which is the real cause of air pollution and elevates the PM 2.5 and PM 10 level in atmosphere. When agro-residue based fuel is utilized in coal fired power plants, it undergoes complete combustion and the resulting ash is also almost completely absorbed in Electrostatic Precipitator (ESP), preventing air pollution while generating power.
3.	**Intent of Specification**	The intent of technical specification is to outline critical requirements and parameters for procurement of agro-residue based biomass pellets for co-firing in pulverized coal fired units.

4.	**Scope**	4.1 The scope of work under this package shall include supply, loading, transport and delivery of agro-residue based biomass pellets at NTPC site. 4.2 Unloading at NTPC site shall be in the scope of NTPC Plants (**Annexure III**) provided pellets are loose filled in the carriage vehicle. Carriage vehicle should be fully covered and waterproof during transportation to prevent the material from rain, sunlight and to prevent dusting. 4.3 If supplier supplies the material packed in bags, consignment shall not be accepted, or supplier shall unload and unpack the material at his own cost. In such case, any additional cost, including demurrage, if any, will be borne by the vendor. 4.4 The pellets shall meet the technical specification given clause 8(**Table -1**).
5.	**Supply Duration**	5.1 The bidder shall offer to supply Biomass pellets on daily basis for01Years. 5.2 However, if due to any reason attributed to NTPC or reason mentioned in the force majeure clause, party is not able to supply allocated quantity of Non Torrefied Biomass pellets to NTPC as per the schedule, additional grace period for completion of supplies may be given at the sole discretion of NTPC
6.	Delivery start date and delivery address	6.1 In case of award, the supplier shall start delivery of material within 15 days from the issue of LOA based on mutually agreed schedule. 6.2 The consignment of pellets shall be delivered to the station (**Annexure III**) 6.3Before start of delivery of Non Torrefied Biomass pellets, the contractor has to furnish proof of procurement of Stubble/straw/crop residue as certification from specific nominated authority in the format attached as **Annexure-IV**. In case such Authority to be nominated by state/central Govt is not in place due to any reason, the certifying Authority may be decided with the mutual consent of the station & the Supplier with the approval of Head of station. Upon declaration of the Nominated Authority, the subsequent declarations will require certification by the concerned Authority. Note: The traders must obtain the similar type of certificate from the manufacturer(s) and the same is to be submitted to NTPC. If the trader is taking material from more than one manufacturer, then he will have to submit the "Declaration of Paddy Procurement" in Annexure-IV from all the manufacturers 6.4 In case a bidder who is having ongoing contract for supply of non-torrefied biomass pellets for NTPC-Dadri. i. Bidders having short term contracts has to first complete the pending total ordered qty in the earlier awarded contracts then only

		the supplied qty will be considered under the procurement at benchmark prices. ii. The bidders who have long term contracts of Non torrefied pellets and not fulfilled the commitment shall not be allowed to participate in the proposed procurement at benchmark prices.
7.	**Delivery Schedule**	7.1 Default delivery schedule shall be the quantity allocated to supplier for supply of pellets on TPD (Tons per Day) basis. However, the contract will have flexibility of revising the default schedule as elaborated below. 7.2 To meet the ordered supply requirement, supplier shall have the flexibility to supply the material in greater quantity than default delivery schedule with a formal consent of the station. 7.3 Option of supplying higher quantity shall be subject to one week of advance intimation by the vendor to NTPC site and a formal consent of the site in this regard. 7.4 NTPC can also give reduced delivery schedule to supplier by giving one week of formal advance notice and the supplier shall dispatch the consignment accordingly. 7.5 Formal communication from NTPC would mean communication through official e-mail ID of engineer-in-charge or e-mail ID of any other person authorized by him.

8	**Technical Specification of Biomass pellets** (Please note mandatory 50% paddy residue usage for Dadri)	The Biomass pellets shall meet the technical specification as given in following table-1 and the Bidder shall submit declaration for the same as per format enclosed at **Annexure-I** of this document. In case of Dadri station, minimum use of 50% raw material as stubble /straw/crop residue of rice paddy sourced from Punjab, Haryana or NCR Region only is mandatory. **Table: 1 Technical Specification for Biomass Pellets**

S. No	Technical data	Unit	Non Torrefied Biomass pellets specification
1	Base material	-	Agro residue (Minimum 50% paddy residue)
2	Shape and Size**	Mm	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	fines ≤ 5% [Less than 5% by weight]
4	Gross Calorific Value (GCV-ARB*)	kCal/kg	Acceptable range 2800 Kcal/Kg to 3400 kcal/Kg [both inclusive]
5	Moisture (ARB*)	Wt %	Not more than 14%

*ARB – As Received Basis

**During contract period, diameter of pellets may be revised/ modified based on result of test firing on mutual consent basis without any financial/cost implication to either NTPC or supplier.

<table>
<tr>
<td>9.</td>
<td>Raw Material for pellet Manufacturing</td>
<td>
9.1 Base material for pellet manufacturing shall be agro residue, which means the leftover portion of the agriculture produce, such as stubble/straw/stalk/husk of those agro residues which are surplus and not being used as animal fodder, such as paddy, soya, arhar, gwar, cotton, gram, jawar, bajara, moong, mustard, seasam, til, maize, sunflower, jute, coffee etc., groundnut shell, coconut shell, castor seed shell etc., pine needle, elephant grass, sarkanda, bamboo and its by product(e.g. Bamboo chips, Cuttings, Bamboo Dust etc.) and horticulture waste such as dry leaves and trimmings generated during the maintenance and pruning of trees and plants. Also minimum 50% paddy residue is mandatory to be used as raw material.

9.2 Agro residue-based biomass pellets can be manufactured by single base material or mixing multiple base materials together.

9.3 Mixing materials such as by product of wood work factory such as wood chips, saw dust, furniture waste etc., bagasse, press mud, molasses or natural additives/binder such as lignin, starch, and animal dung may also be used with agro residue in limited proportion to enhance material properties and same shall be explicitly mentioned by supplier in consignment details.

9.4 Wood obtained from tree cutting shall not be treated as agro residue and shall be not to be used as base material or mixing purpose whatsoever.

9.5 NTPC shall reserve the right to exclude any mixing material/additive/ binder or modify their proportion, if any adverse technical impact is observed during operation of the plant.
</td>
</tr>
<tr>
<td>10.</td>
<td>10.1 Price adjustment for GCV variation</td>
<td>
1. The FOR origin (at manufacturing site) benchmark price has been notified by the MOP, which is Rs. 2.32 per 1000 Kcal basis. The base rate shall be calculated based on GCV of 3400 Kcal/Kg. based on these, the per MT FOR (Ex works) price including GST will be Rs. 8282.4 per Metric Ton. GST shall be paid as per the actual rate of GST as applicable from time to time (Presently 5%).
2. The transportation cost shall be paid separately and the rates for the same a vendor has to quote in (Rs/MT) on FOR basis at 3400 KCal. The transportation cost shall be all inclusive, that is inclusive of GST and any other applicable levies and taxes
3. The FOR destination price (Total Price) for a vendor shall be the sum of above 2 (two) components.
4. The price adjustment of GCV variation is applicable on FOR destination price(Total price).

Bidder is required to supply Non Torrefied Biomass pellets in Kcal/Kg within the acceptable range as given below in the table.

<table>
<tr><th></th><th>Biomass pellets</th></tr>
<tr><td>Acceptable GCV range without penalty</td><td>Between 2800 Kcal/Kg to 3400 kcal/Kg [both inclusive]</td></tr>
</table>

For any variation in the GCV(ARB) from the 3400 Kcal/Kg GCV, the
</td>
</tr>
</table>

“Adjusted FOR Price” shall be calculated as per the following formula.

Adjusted FOR destination Price = (Total $FOR\text{destination}price*ActualGCV(ARB)$) / 3400 Kcal/KG

The payable price shall be as given in the following tables-

Price adjustment on account of as received GCV (ARB) within the acceptable range and up to maximum limit(3400 Kcal/KG for Biomass pellets)	
GCV Range	**Adjusted Payable price**
Within acceptable GCV range	**Adjusted Payable price** shall be equal to Adjusted FOR Price.

Price adjustment on account of as received GCV (ARB) above the acceptable range (more than maximum limit)	
GCV Range	**Adjusted Payable price**
For GCV >3400 Kcal/Kg [For GCV more than 3400 Kcal/Kg] for Biomass pellets	Material will be accepted, however as received GCV(ARB) shall be taken as 3400 Kcal/KGfor calculating adjusted FOR price, which shall be the adjusted payable price.

Price adjustment on account of GCV(ARB) below the acceptable range for Biomass pellets	
GCV Range	**Adjusted Payable price**
For GCV 2800 Kcal/Kg> GCV=>2400 Kcal/Kg [For GCV less than 2800 Kcal/Kg AND more than or equal to 2400 Kcal/Kg]	Payable price shall be equal to (0.75* Adjusted FOR price)
For GCV 2400 Kcal/Kg> GCV=>2000 Kcal/Kg [For GCV less than 2400 Kcal/Kg AND more than or equal to 2000 Kcal/Kg]	Payable price shall be equal to (0.5* Adjusted FOR price)
For GCV <2000 Kcal/Kg [For GCV less than 2000 Kcal/Kg]	No payment shall be made for already delivered material

Note: In case, supplier is found to frequently supply the material of GCV less than the minimum level below which no payment is to be made as per above methodology or is found to take deviations in other technical parameters, warning letter shall be issued to supplier.

	10.2 Transport Price adjustment for GCV variation	Further, if material is supplied below this threshold on more than 3 (Three) instances during the currency of contract even after issuing warning letter, then Contract shall be liable for cancellation. The bidders shall quote for total transportation cost from Ex-factory to NTPC dadri in Rs/ MT at 3400 GCV inclusive of GST. The transportation cost quoted by bidder shall be paid full in case test value of GCV comes equal and above 3400 Kcal/Kg. Further transportation will be paid at pro rata basis between 2800-3400 Kcal/kg (refer below Table) GCV: Price Adjustment on transportation bid price 3400 and above: As per actual quoted 2800-3400: Pro rata Between 2400-2800: 0.75 × (Pro rata) Between 2000-2400: 0.50 × (Pro rata) Below 2000: Nil
11.	**Recovery On Account of Excess Fines In Consignment**	11.1 Biomass dust, crushed/ broken/ damaged pellets of length less than 3 mm in consignment as received at NTPC site shall be treated as fines, and there shall be recovery on account of excess fines (ARB) if it is beyond 5%. The recovery on account of excess fines will be worked out as per the following formula. **Recovery** = (Adjusted payable price of Biomass pellets) * W * (Actual Weight % of fines - 5%) "W" - Weight of consignment as received However, there shall be no additional payment to vendor if fines are less than 5%. The "Recovery" amount shall be recovered from the payment of that consignment.
12.	**Rejection of consignment**	The consignment of biomass pellets arrived at NTPC shall initially be tested for following before unloading and shall be rejected in case parameter exceeds the rejection level given in following table- **Table:2** **Technical data** / **Unit** / **Rejection level** Moisture (ARB*) / Wt % / More than 14% *ARB – As Received Basis

<table>
<tr>
<td>13.</td>
<td>Testing standard/ Method</td>
<td>Biomass pellets sample shall be tested in the NTPC site lab as per following or their equivalent standards-
<table>
<tr><th>S.,No</th><th>Technical data</th><th>Testing Standard/Method</th></tr>
<tr><td>1.</td><td>Diameter</td><td>IS 17643 : 2021</td></tr>
<tr><td>2.</td><td>Fines% (Length< 3 mm) (ARB)</td><td>IS 17656 : 2021</td></tr>
<tr><td>3.</td><td>Gross Calorific Value (ARB)</td><td>IS 17654 : 2021</td></tr>
<tr><td>4.</td><td>Moisture (ARB)</td><td>IS 17655 (Part 1) :2021/,
, IS 17655 (Part 2) :2021/,
IS 17655 (Part 3) :2021,
/ Hand held moisture meter may also be used.</td></tr>
</table>
ARB – As Received Basis</td>
</tr>
<tr>
<td>14.</td>
<td>Sampling and analysis at receiving end (NTPC site)</td>
<td>14.1 Sampling shall be done by NTPC, preferably in the presence of representative of the pellet supplier. The samples shall be collected and prepared as per BIS norms.

14.2 The authorized representatives of NTPC andpellet supplier shall jointly witness the process of sample collection and preparation of the laboratory samples. The representatives shall put their signature on the sample tags in evidence of the process of sampling. Both-consumer (NTPC) and pellet supplier - shall also sign on the samples register maintained by the NTPC at the unloading end.

14.3 For purpose of rejection test, before unloading, samples shall be tested for moisture by NTPC. If value comes out to be more than rejection level as given in clause 12 (Table 2), the consignment shall be rejected, and it shall be the supplier’s responsibility to carry it back at his own cost.

14.4 For recovery on account of excess fines, NTPC shall arrange for analysis of fines part of pellets at NTPC site, and if fines percentage exceeds more than 5%, proportionate recovery shall be done for excess fine as per clause 11.

14.5 For testing of GCV and other Technical parameters, single sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.

14.6 The final laboratory sample shall be divided into 3 (three) parts. Part-1 of the sample is for analysis of GCV and moisture by NTPC lab at site. Part-2 sample is to be handed over to the pellet supplier for its own analysis. Part- 3 of the sample, called Referee sample, shall be sealed jointly, and shall be kept with NTPC under proper lock</td>
</tr>
</table>

		and key arrangement. 14.7 The Referee sample shall be preserved for a period of 15 days from the date of sample collection. 14.8 Mere absence of or failure of participation by any representative of pellet supplier shall not be a ground to negate the sampling process undertaken. 14.9 NTPC shall communicate the Analysis Results to the pellet supplier within 7 working days of the sample collection. 14.10 The pellet supplier may raise dispute, if any, within 07 (seven) days of submission of the result by NTPC. 14.11 In case a dispute is raised within the stipulated time period, the Referee sample shall be analysed in a NABL accredited laboratory as notified by NTPC time to time, expense of which shall be borne equally by both NTPC and pellet supplier. Expense borne on supplier part shall be adjusted against payment to the supplier. NABL accredited laboratory report of referee sample shall be final and binding on both the parties. 14.12 Dispute raised after the stipulated time period shall not be entertained. 14.13 As regards rejection parameter as per clause 12, NTPC test shall be sufficient and binding. Third party testing shall not be applicable for rejected consignment.
15	**Tagging of consignment**	Each consignment should be accompanied/tagged by general details (such as name of company/firm/agency, address, date of dispatch, batch number, vehicle type and number, weight of consignment etc.), and technical details as per **Annexure-II** given at the end of this document.
16	**Mode of transport**	16.1 Default mode of transport is covered truck with water proofing arrangement; however, the supplier may also offer transport by rail subject to prior consent of respective plant management. 16.2 Further, bidder shall have flexibility to switch to any mode of transport. However, the FOR price will remain unchanged. 16.3 The switch shall be subject to availability of material unloading facility at site and specific prior consent of respective plant management. The decision of plant management shall be final and binding on the vendor.
17.	**Quantity allocation to a vendor**	1. Quantity allocation will be restricted to the manufacturing capacity of the vendor or spare capacity available with vendor after adjusting for existing orders(to be certified by a Chartered Accountant) 2. Quantity allocation (Bucket Filling) will be done from the lowest Total Price onwards till the total quantity on offer is allocated, as outline in para 17.1

18	**Quantity Variation**	The permissible limit of deviation over the original quantity of each item will be (+)50% for Biomass pellets, on same rates and terms and conditions on mutual consent basis between vendor and NTPC station.

SPECIFIC SCOPE OF WORKS & TERMS:

1. **Sampling, Weighment and Unloading Point:** The site/location for Sampling, Weighment and Unloading Point will be identified by NTPC station. The trucks shall be sent for Sampling, Weighment and Unloading after verifying all the documents. For any extra halt of carriage vehicle for any of these activities, demurrage shall not be payable by NTPC. Sampling may be done at unloading yard or any other site identified by NTPC station.

2. **Handling of rejected consignment:** In case of rejection of consignment as per Clause 12 of this volume, it's supplier responsibility to carry it back at its own cost as per Clause 14 of Technical Specification.

3. **Weighment:** NTPC-Station will collect the gross weight and the tare weight of the carriage vehicle and the net weight will be calculated. Net Weight Quantity of Pellets received at NTPC power station will be final for the purpose of assessment of executed quantity and payment. However, if invoiced quantity is lower, payment shall be restricted to invoiced quantity.

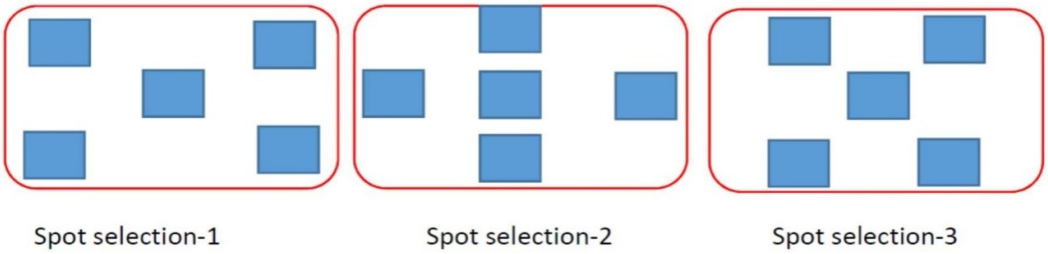
4. **Extraneous Material**: (For material other than specified in Technical Specification at Clause 9) Successful Bidder is to ensure that Pellet is free of foreign /extraneous material, failing which NTPC shall ask Supplier to segregate as well as recover up to contracted landed price for ten times of weight of the extraneous material or 0.5% of FOR Biomass Pellet value of particular truck whichever is higher.

5. **Raw Materials for pellet Manufacturing:** Successful Bidder is to ensure that raw materials such as Base material and Mixing material are sourced from domestic sources only as specified in the Clause 9 of Technical Specification: Raw Materials for pellet Manufacturing.

6. **Sampling methodology:** The biomass sample should be representative sample of the truck/ consignment. Methodology for collecting a representative sample is elaborated in the following paragraphs. For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by NTPC. For testing of GCV and other Technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor. For avoidance of doubt, in case supply is from multiple vendors in a day, vendor-wise sample shall be prepared for all the consignment received in a day.

   6.1. **Truck/wagon sample:** The sample quantity of approximately 30 Kg is to be collected from each truck/consignment from 4-5 randomly selected spots on the truck top after removing biomass pellet layer of approximately 25-30 cm depth from the top. Approximately 5-6 kg of sample is to be collected from each spot.

   6.2. **Spot selection:** Five spots are selected for sampling of biomass pallet as shown in figure below. Any one spot selection option will be decided by NTPC sampling staff after viewing the biomass loading pattern. Spot selection is not in vendor's scope.



7. **Sample preparation for testing:** For the purpose of rejection test before clearance for unloading, each truck/consignment shall be tested for moisture by NTPC. For testing of GCV and other Technical parameters, single composite sample shall be prepared for all the consignments received in a day from a particular vendor.

   7.1. **For testing of moisture for rejection test for unloading clearance:** After collection of samples from the truck as stated above at para 6, thoroughly mix the pellet samples and collect approximately 1 Kg of representative sample for carrying out rejection test as per Clause 14.

   7.2. **For testing of GCV and other technical parameters:** Do the conning and quartering of the rest of the sample, till the sample quantity is reduced to 4-5 Kg as explained below:

   Example

   Suppose one collects 30 Kg sample from One truck and total no of trucks received in a day from a particular vendor is 'N' then the total pellet sample collected will be around '30N' Kg. 'N' can be 1,2,3 …or so on.

   Prepare a cone (heap) of '30N' Kg and divide the cone from top to bottom and remove the half portion (left or right). Further, prepare the cone for remaining '15N' Kg of pellet and divide the heap and remove the pellet of side opposite to the side of previous removal. Now, the balance available qty of pellet is '7.5N' Kg and continue this process till the pellet sample is reduced to '4-5' Kg. The final laboratory sample shall be distributed as per Clause 14.6 for determination of GCV and other technical parameters.

Annexure-I

Declaration by Bidder

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, have read the technical specifications for agroresidue based biomass pellets, volume- IV and declare the following:

(a) We have read and completely understood the technical specification document and have no reservations to it including amendments/clarifications.

(b) We have quoted the transportation price (Per MT) in price bid for the agroresidue based biomass pellets having technical specification as follows:

S.No	Technical data	Unit	Biomass pellet specification
1	Base material	-	Agro residue (Minimum 50% paddy residue)
2	Shape and Size**	Mm	In case of cylindrical shape : Diameter : Not more than 25 mm Length : should not exceed 35 mm.
3	Fines% (length<3 mm)(ARB*)	Wt %	fines ≤ 5% [Less than 5% by weight]
4	Gross Calorific Value (GCV-ARB*)	kCal/kg	Acceptable range 2800 Kcal/Kg to 3400 kcal/Kg [both inclusive]
5	Moisture (ARB*)	Wt %	Not more than 14%

(c) We understand that quantity and price adjustment shall be made for supplying the material deviating from acceptable range given in the technical specification as per clause 10 and 11 of technical specification (Volume-IV).

(d) We understand that consignment not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-IV) shall be rejected.

(e) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender conditions.

(f) We confirm the use of 50% raw material as stubble /straw/crop residue of rice paddy sourced from Punjab, Haryana or NCR Region

(g) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Name/ Designation: Name of Company/firm/agency

Signature: **Date:** **Place**

Annexure-II

Tag for Consignment

(To be tagged along with each consignment on Agency's letter head)

General Details				
1.	Name of company/ Firm /Agency	-		
2.	Address of manufacturing location	-		
3.	Date of dispatch	-		
4.	Batch number	-		
5.	Carriage Vehicle type/ Number	-		
6.	Weight	Kg	Gross weight	
			Tare weight	
			Material weight	
7.	(any other details as applicable)			
8.	(any other details as applicable)			
Technical Details				
1	Dimension of Biomass pellets (in mm) • Maximum Diameter (in mm) • Maximum length (in mm) Further, certify that "No dimension exceeds 35 mm"			
2	Name of base materials and its percentage			
3	Mixing material and its percentage			
4	Additive and percentage			
Name/ Designation: **Signature:** **Date :** **Place:**				

Annexure-III

List of Power Plants and Maximum pellet requirement

Plant	Address	QTY in TPD	QTY in MT
		Biomass pellets	
NCPS-Dadri	National Capital Power Station Dadri, Vidyut nagar, Dist: Gautam budh nagar, U.P.201008	600	2,19,000

ANNEXURE-IV

Declaration of paddy procurement

(To be submitted before commencement of pellet supply)

Vendor Name and address:
Purchase Order/LoA no: **Purchase Order/LoA date:**
Station Name:

We, the undersigned, have read the clause ____ of technical specifications and confirm that minimum 50 % rice paddy/ straw/ stubble has been procured as raw material for Biomass pellets for supply to _____ station.

Quantity of rice paddy/ straw/ stubble procured for above mentioned PO/LoA is mentioned below:

S.No	Procured from (location)	State	Unit	Quantity of Rice paddy, Straw/stubble
1			Tons	

(a) I certify that the above information given by me is true.
(b) In case the information furnished by me is found false, contract can be terminated for providing false information.

Name/ Designation of the vendor representative:

Signature: **Date:** **Place:**

Certification by nominated authority

We, the undersigned, confirm that mentioned above quantity of Rice paddy/ straw/ stubble has been procured by the vendor for manufacturing of Biomass pellets for above mentioned PO/ LoA no.

Name/ Designation of the nominated authority:

Signature: **Date:** **Place**

Referee lab list

SN	Lab Name	City	State	Country	Address
1	IDMA LABORATORIES LIMITED	Panchkula	HARYANA	INDIA	PLOT NO 391, INDUSTRIAL AREA, PHASE-1 Panchkula HARYANA INDIA
2	AES LABORATORIES PVT. LTD.	Noida	UTTAR PRADESH	INDIA	B - 118, PHASE - 2 NOIDA UTTAR PRADESH INDIA
3	HARYANA TEST HOUSE & CONSULTANCY SERVICES	Panipat	HARYANA	INDIA	PLOT NO. 50-C , SECTOR-25, PART-II, HUDA Panipat Haryan
4	FARE LABS PRIVATE LIMITED	Gurgaon	HARYANA	INDIA	L-17/3, DLF PHASE-II, IFFCO CHOWK, M. G. ROAD Gurgaon HARYANA INDIA
5	TEAM TEST HOUSE (A UNIT OF TEAM INSTITUTE OF SCIENCE & TECHNOLOGY PVT. LTD.)	Jaipur	RAJASTHAN	INDIA	G1-584, SITAPURA INDUSTRIAL AREA Jaipur RAJASTHAN INDIA
6	COAL AND COMBUSTION LABOATORY, NCPS, NTPC LIMITED	Ghaziabad	UTTAR PRADESH	INDIA	Ghaziabad UTTAR PRADESH INDIA
7	ENVIROCHEM RESEARCH & TEST LABS PVT. LTD.	Lucknow	UTTAR PRADESH	INDIA	HIG-79, SECTOR-E, ALIGANJ Lucknow
8	INTERSTELLAR TESTING CENTRE PVT LTD	Panchkula	HARYANA	INDIA	PLOT NO. 86, INDUSTRIAL AREA, PHASE-1 Panchkula HARYANA INDIA
9	QA TESTING LABORATORIES PRIVATE LIMITED	Noida	UTTAR PRADESH	INDIA	B-76 ,SECTOR- 64 Noida UTTAR PRADESH INDIA

It shall be noted that notified referee laboratories by Biomass Mission changes from time to time and referee lab list prevalent at the time of raise of dispute as circulated by Biomass mission will be followed.

VOLUME V

ATTACHMENTS & ANNEXURESAND FORMS & FORMATS

LIST OF ATTACHMENTS & ANNEXURESAND FORMS & FORMATS

S.No	ATTACHMENTS & ANNEXURES	Description
1.	Annexure C	Certificate of Compliance
2.	Annexure T	Bid Form
3.	Attachment 1	Bid Security
4.	Attachment 2	Power of Attorney
5.	Attachment-3	Bidder details
6.	Attachment-4	Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station and the details of Foreign Principals of Indian Bidders.
7.	Attachment-5	Form of Consortium Agreement
8.	Attachment- 6	Declaration for availing Benefits as “Punjab, Haryana and NCR bidders
9.	Attachment 7	Allocation Criteria
	Attachment-7A	NOT APPLICABLE
	Attachment-7B	Certificate by Chartered Accountant on Letter Head for bidders’ manufacturing capacity
	Attachment-7C	NOT APPLICABLE
10.	Attachment- 8	Certificate by Chartered Accountant on Letter head for Bidder’s declaration of past orders
11.	Attachment-9	Undertaking to be given by MSE Bidder for Availing Benefits
12.	Attachment-10	Technical Data Sheets
13.	Attachment 11	Additional Information
14.	Attachment 12	ELECTRONIC FUND TRANSFER FORMAT (Duly attested by bank).
15.	Attachment-13	Check List of documents to be submitted for Techno-Commercial Bid

S.No	ATTACHMENTS & ANNEXURES	Description
	FORMS& FORMAT	
1	Annexure- F1	Bank Guarantee Extension
2	Annexure- F2	Format of Performance Security
3	Annexure- F3	Bank Guarantee Verification checklist
4	Annexure- F4	List of Banks for Performance Security/Advances
5	Annexure- F5	No Deviation Certificate
6	Annexure- F6	Compliance on Qualifying Requirements -through Certificate of Compliance (Annexure C)
7	Annexure- F7	Acceptance of Fraud Prevention Policy of NCPS DADRI through Certificate of Compliance (Annexure C)
8	Annexure- F8	Format for Declaration on Policy for Debarment from Business Dealings through Certificate of Compliance (Annexure C)
9	Annexure- F9	**NOT APPLICABLE**
10	Annexure- F10	INTEGRITY PACT
11	Annexure- F11	Declaration of Absence of Conflict of Interest with Conciliation Committees of Independent Experts (CCIE)
12	Annexure F12	Form of Bank Guarantee towards Bid Security
13	Annexure F13	Compliance to “Conflict of Interest” provisions)
14	Annexure F14	Adherence to Employer’s Anti-Bribery and Anti-Corruption (ABAC) Policy
15	Annexure F15	PHYSICAL FITNESS CERTIFICATE (To be attached along with each Supply)

Certificate of Compliance

Bid Ref No. and Date :
Bidder's Name and Address :

To,
NCPS Dadri

Sub: Invitation for Bid for "Procurement of Non-Torrified Biomass Pellets on FOR Power station basis for NCPS DADRI,

With Reference to our Bid No.....dated.....…for the subject package**,** whereby confirm our compliance to the following attributes:

1) Total Compliance to all provisions of Bidding Documents/ Nil Deviation
2) Compliance on Qualifying Requirement
3) Compliance on Integrity Pact.
4) Compliance on Restriction on Procurement from a Bidder of acountry which shares a land Border with India
5) Compliance on Fraud Prevention Policy
6) Compliance on Policy for Debarment from Business Dealings
7) Compliance to Preference to Make in India and eligibility for participation
8) Compliance to "Conflict of Interest" provisions.
9) Compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer

Date: Signature) ..... .

(Printed Name) .....

Place: (Designation) .....

(Seal) .....

BID SUBMISSION FORM

Bid Ref No. and Date :
Bidder's Name and Address :

To,

NCPS Dadri

Sub: **Invitation for Bid for "Procurement of Non-Torrified Biomass Pellets on FOR Power station basis for NCPS DADRI**

Dear Sirs,

1.0 Having examined the Bidding Documents including subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer to execute the supply of biomass pellets under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Bid Proposal.

We have thoroughly examined and understood the instructions, Scope of work and the terms and conditions etc. covered in the bidding documents issued by NCPS DADRI being fully aware of nature and Scope of Work required.

We hereby confirm our acceptance and compliance to the entire provisions of Technical specifications, Scope of Work, and terms and conditions covered in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement and bidding documents provisions.

1.1 We confirm that we have furnished all the requisite information/documents in relevance to our quoted NCPS DADRI power station NCPS DADRI. Further, we confirm that we have furnished the price bids along with price schedule(s). We understood that the price bids for NCPS DADRI shall be considered by NCPS DADRI for which we are considered to be qualified and techno-commercial bid as acceptable.

2.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDINGDOCUMENTS

2.1 We have read all the provisions of the Bidding Documents including "**Restrictions on procurement from a Bidder of a country which shares a land border with India"** 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.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata(ifany)foundanywhereinourbidproposal, implicit or explicit shallstandunconditionallywithdrawn,withoutanycostimplicationwhatsoever to the Employer, failing which our bid security shall be forfeited.

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

2.3 We confirm that we fulfill the requirements of Local content for Class-I local supplier.Thedetailsofthelocation(s)atwhichthelocalvaluehasbeenadded are as under:

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

We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at Annexure-V in Technical Specifications, 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 undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

2.4 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 us in additional sheets.

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

2.5 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 here by certify that we fulfill all requirements in this regard and are eligible to be considered.

2.6 Attachments for Techno-Commercial Bid:

2.7 In line with the requirement of the Bidding Documents, we hereby confirm that we have submitted the Unconditional Techno-Commercial Bid Submission Form duly completed together with the following attachments in Technical bid:

a) Annexure C: Certificate of Compliance
b) Annexure T: Unconditional Techno-Commercial Bid Submission Form
c) **Attachment 1**: **Bid Security Declaration Form**
d) **Attachment** 2: **Power of Attorney** furnished in accordance with ITB Clause 3.3
e) Attachment-3: Bidder details as per Employer format along with required documents as mentioned therewith.

f) **Attachment-4:** Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station and the details of Foreign Principals of Indian Bidders.

g) **Attachment-5 (in Bidder's format): Consortium agreement** (if applicable) entered into by the consortium partners shall be submitted with the bid.

h) Attachment- 6: Declaration for availing Benefits as "Punjab, Haryana and NCR bidders

i) Attachment 7: Allocation Criteria

Documents in accordance with Clause ITB clause 1.5 seeking Quantity allocation as per Bidding Documents provision

Any other document, bidder feels is important to establish the allocation and fulfill the tender requirements.

j) **Attachment- 7B:Certificate by Chartered Accountant on Letter head for Bidder's**

k) **Attachment- 8:Certificate by Chartered Accountant on Letter head for Bidder's declaration of past orders**

l) **Attachment-9: Undertaking to be given by MSE Bidder for Availing Benefits**[as applicable]

m) **Attachment-10 Technical Data Sheets** duly filled in as per the Employer's format

n) **Attachment-11: Additional Information-** Additional Information which the bidder wishes to provide in their bid

o) **Attachment 12: EFT Form**
Electronic Fund Transfer Form duly filled in as per Employer's format

p) **Attachment-13: Check List of documents to be submitted for Techno-Commercial Bid**

q) **Integrity Pact (Annexure F 10)**

We confirm that our Techno-Commercial Bid should not contain any price content entry. Further we understand that in case, our Techno-Commercial Bid is found to contain any price content, our bid shall be liable for rejection by NCPS DADRI.

3.2Attachments for Price Bid:

In line with the requirement of the Bidding Documents, we have submitted the duly completed following attachments in Price bid

a) **Financial Document (Excel Sheet converted to pdf)**

3.3 We further confirm the following:

We have quoted for the entire quantity as mentioned in the Price schedule of Bidding Document and also quoted the prices for NCPS DADRI, covered in the package for which we are intended to offer biomass pellets, as per provisions of the bidding documents.

3.4 We further understand that discount letter, if any, separately uploaded online or submitted in physical form shall not be considered for the purpose of evaluation.

3.5 We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, and other sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered Rates / prices shall be deemed to include the full scope as aforesaid, including overheads and profit, as per bidding document provisions.

3.3 We understand that NCPS DADRI are not bound to accept our bid or any other bid, NCPS DADRI may receive.

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

4.2 We undertake, if our bid is accepted, to commence work on supply of biomass pellets immediately upon your Letter of Award to us and to achieve the requirements specified in the bidding documents.

5.0 We undertake, if our bid is accepted, to provide Bank Guarantees towards Contract Performance Security etc. as per stipulated formats and amounts and within the time specified in the bidding documents.

6.0 We agree to abide by this bid for a **period of 120 days** from the date of opening of Techno-Commercial bids, as stipulated in the Bidding Documents; and it shall remain binding upon us and may be accepted by NCPS DADRI at any time before expiration of that period.

7.0 We understand that NCPS DADRI is not bound to accept the lowest or any other bid NCPS DADRI may receive.

8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

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

Thanking you, we remain,

Yours faithfully,

Date : _____

_____

Place : _____ (authorised signatory Name).

_____

(Designation)

Business Address :_____

Country of Incorporation (Province also to be indicated) :_____

Email :_____

Phone No. :_____

BID SECURITY

BIDDER TO FURNISH BID SECURITY IN LINE WITH

ITB (VOLUME -II)

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY AND COPY OF BOARD RESOLUTION/ OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY IN ACCORDANCE WITH ITB CLAUSE 3.3

Bidder's detail (to be submitted by the bidder)

Bidder should fill-in the following information and upload the same in the offer)

Bid Ref. No: **DATED:**

Bidder's Name &Address: To

NCPS DADRI, C&M

Bidder's detail (to be submitted by the bidder)

Bidder should fill-in the following information and upload the same in the offer

Name of the Bidder	
Type of Bidder (Proprietary/ Partnership/Company/Consortium /Individual/ Cooperative Societies registered in India AND / OR Non-Resident Indians / Persons of Indian Origin AND / OR a Multi-National Company having its registered office in India registered / Overseas Corporate Bodies having its registered office in India.)	
UDYAM REGISTRATION CERTIFICATENo.& date (Validity) (Applicable for MSE bidders)	
GSTIN No	
Address of the Manufacturing Plant from which supplies shall be made in case of Award for ……..(Name of Plant)	
NIT / BID No	
HSN Code of the materials / Place of Dispatch	
CONTACT PERSONS /ADDRESS	
Telephone	

Fax	
E mail ID	
Name and Address of Supplying and Invoicing vendor along with NCPS DADRI vendor code, if known to the bidder.	

Documents Required

1. **Individual applicant to attach ADHAR CARD, PASSPORT, PAN CARD AS PROOF OF AGE FOR MEETING QUALIFICATION REQUIREMENT**
2. **Supporting Document for Type of Company as mentioned in sl no. 2 of this attachment**
3. **Copy of UDYAM REGISTRATION CERTIFICATE(Applicable for MSE bidders) as mentioned in sl no. 3 of this attachment**
4. **GST Registration Certificate**

   Bidder shall submit valid GST registration certificate. Bidder is required to upload scanned copy of Attachment-3 along with the bid on the GeM Website.

Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station and the details of Foreign Principals of Indian Bidders.

Bidder's Name and Address: To

NCPS DADRI, C&M

Dear Sirs,

1. We have not submitted bid in conjunction with any other bidder or have not submitted bid in any other name, either directly or indirectly.
2. We hereby declare details of Directors/ Shareholders of Company's/Partnership Firm/ Proprietorship Firm/ Consortium/ JV asunder:

S.No	Name of Director / Partner / Proprietor /Consortium Partner etc.
1	
2	
3	
4	
5	
6	

If it is found at any stage of bidding or during currency of the Contract (if awarded), that we have any common controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), for a particular project, then our Bid or Contract (if awarded) shall be rejected / terminated.

Details of Foreign Principals of Indian Bidders (if applicable)

We hereby declare the details of our foreign principals or associates as below:

S.No	Name of *foreign principals or associates*	*Address*
1		
2		
3		
4		
5		
6		

3. We fully understand that NCPS DADRI would deal directly and exclusively with us for the subject tender and no agency arrangements are acceptable to NCPS DADRI.
4. We, hereby, undertake that we shall deal directly with NCPS DADRI and have not engaged any Agent to deal with NCPS DADRI for the subject tender.

Date: Signature) .....

(Printed Name) .....

Place: (Designation) .....

(Seal) .....

(On Non-Judicial Stamp Paper of Appropriate Value)
FORM OF CONSORTIUM AGREEMENT
BETWEEN
M/S.....

AND
M/S.....

AND

M/S..... ***(STRIKE OFF IF NOT APPLICABLE)***
FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR
[PACKAGE NAME]

BIDDING DOCUMENT NO. [……..]

THIS Consortium Agreement (Agreement) executed on this..... day of ..... Two thousand.....between M/s.....a Company incorporated under the law of ..... and having its Registered Office at ..... (hereinafter called the "Partner-1," which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of.....and having its Registered Office at ..... (hereinafter called the "Partner-2", which expression shall include its successors, administrators, executors and permitted assigns) and M/s..... a company incorporated under the laws of.....and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, administrators, executors and permitted assigns) ***(STRIKE OFF IF NOT APPLICABLE)*** for the purpose of making a bid and entering into the Contract (in case of award) against Bidding Document No**[……..]**for **'[Name of the PACKAGE]**'of NCPS DADRI, a Government Company in corporate under the Company Act, 1956, and having its Registered Office at NTPC Ltd, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, INDIA **(hereinafter called the "Owner").**

Partner 1, 2 & 3 are collectively referred to as "The Parties/Consortium" and each is individually referred to as "Party".

WHEREAS, the Owner invited Bids for' **[Name of the PACKAGE]**'vide its Bidding Document No. **[……..]**' The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and condition sof the tender bidding documents in respect of the Contract.

AND WHEREAS ITB Clause No 1.4 of Bidding Documents stipulates that the bidder can be a Consortium of Domestic partners. The Consortium shall also necessarily identify one of the partners as Lead Partner. Further it stipulates that in this case, the bidder shall provide along with the bid, a Consortium Agreement in which the partners in the Consortium are jointly and severally liable to the Owner to perform all contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bid liable for rejection.

AND WHEREAS M/S……(Partner-1) has been designated as Lead partner of Consortium.

AND WHEREAS the bid has been submitted to the Owner vide proposal no……..dated……..based on Consortium Agreement being these presents and the bid in accordance with requirement of Bidding Documents have been signed jointly by all the partners and submitted to NCPS DADRI/Owner.

NOW THEREFORE, THIS AGREEMENT WITNESS AS UNDER:

In this agreement, capitalized terms shall, unless context otherwise requires, have the meaning prescribed thereto under the bidding documents.

1. That in consideration of the Award of the Contract by the Owner to the Consortium, we the partners to the Consortium Agreement do hereby agree thatPartner-1(M/s.....),shall act as the Lead Partnerforselfandformedonbehalfof Partner-2andpartner-3*(strikeoffifnot applicable)*, and further declare and confirm that we shall be jointly and severally be bound unto the Owner for the successful performance of the contract in accordance with the Contract Terms and shall be jointly and severally liable to the Owner to perform all the Technical and Contractual obligations. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium andtheentireexecutionoftheContractshallbedoneexclusivelywiththe Lead Partner.

1.1 In case of any breach of the said Contract by any of the partner(s) of the Consortium Agreement, the other partner(s) hereby agree to be fully liable and responsible for the successful performance of the Contract in accordance with the terms of the Contract.

2. Notwithstanding anything contained herein, the other partners do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Contract and undertake to carry out all the obligations and responsibilities under this Consortium Agreement in order to discharge the obligations and responsibilities stipulated in the contract. Further, if the Owner sustains any loss or damage on account of any breach of the contract, we the Consortium partners jointly and severally undertake to promptly indemnify, and pay such loss/damages, caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Owner against the Lead Partner under the contract and / or guarantees. It shall not be necessary or obligatory for the Owner to proceed against the Partner-1 to these presents before proceeding against the Partner-2 and Partner-3., if any.
We also confirm that any extension of time or relaxation given by the Owner to us shall not prejudice any rights of the Owner under this Consortium Agreement to proceed against us.

3. The financial liability of the partners of the Consortium Agreement, to the Owner with respect to any and all claims arising out of the performance or non- performance of the Contract shall, however, be not limited in any way so as to restrict or limit the liabilities of any of the partner.

4. In case of an award of Contract we the partners to the Consortium Agreement do hereby agree that we shall furnish the Contract Performance Guarantee within

days of Award of Contract, from a Bank in favour of Owner for a value as stipulated under the Contract and this shall be in the name of all partners of the Consortium.

5. It is expressly understood and agreed between the partners to this Agreement that the responsibilities and obligations of each of the partners shall be delineated in Appendix-1 to this Agreement. It is further agreed by the partners that the above sharing of responsibility and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under the Contract.

6. We, the Consortium partners agree and undertake that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this AgreementshallcontinuetobeenforceabletillthesuccessfulperformanceofContract and till the Employer discharges it. We further, agree that this Agreement shall be without any prejudice to the various liabilities of the Consortium partners as well as other obligations of Consortium partners in terms of the Contract.

7. The Parties hereby undertakes to participate in the bidding process for each project(s) of the subject tender only through the Consortium and not individually and/or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.

8. This agreement is legal and binding obligation of each party, enforceable in accordance with its terms against it. There is no litigation pending, or to the best of party's knowledge, threatened to which it or any of its affiliate is a party that presently affect or which would have a material adverse effect on the financial condition or business of such party in fulfillment of its obligations under this agreement.

9. The parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the contract.

10. All Consortium partners of this agreement shall fully indemnify, hold harmless and defend Owner and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the Consortium with regards to this Agreement, tender or Contract etc., cause due to negligence/commission/omission of any or all of the consortium partners , its employees and agents including representative or sub-contractor or any other person claiming under this Contract
.

11. The Consortium partners shall be jointly and severally - responsible for the quality of all the works and timely execution thereof to meet the completion schedule under the Contract.

12. This agreement shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.

13. That this Agreement shall be operative from effective date of the Contract.

IN WITNESS WHEREOF, the Consortium partners through their authorized representativesexecutedthesepresentandaffixedcommonsealcompanyontheday, month and year first mentioned above.

Witness: **(ConsortiumPartner-1)**

1 Name..... .....

Signature..... (Signature of the authorized representative)

Designation.....

Name..... Company.....
Company.....

Witness: **(ConsortiumPartner-2)**

1. Name..... .....

Signature..... (Signature of the authorized representative)

Designation.....

Name..... Company.....
Designation.....

(STRIKE OFF THE PORTION BELOW IF THERE ARE ONLY TWO PARTNERS IN THE CONSORTIUM)

For M/s .....

Witness: **(ConsortiumPartner-3)**

1. Name..... .....

Signature..... (Signature of the authorized representative)

Designation.....

Name..... Company.....
Designation.....

Declaration for availing Benefits as "Punjab, Haryana and NCR bidders

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI

Dear Sirs,

I. AVAILING BENEFITS AS PUNJAB, HARYANA, AND NCR BIDDERS [hereinafter called as Punjab bidders] (If applicable)

I. In terms of ITB Clause 8.3 and Technical specifications, I/We (Bidder) shall source 100% raw materials from Punjab, Haryana & NCR Region for manufacturing of biomass pellets to avail the benefit of "**Punjab, Haryana and NCR bidders"** as per provisions of bidding documents.

Bidder to confirm (**YES**/**NO**) ……

II. We (Bidders) also understand that minimum use of **50% raw material as stubble/straw/crop residue of rice paddy sourced from Punjab, Haryana & NCR Region only** for manufacturing of biomass pellets is **Mandatory** as per provisions of bidding documents.

III. In case bidder intents to be considered under Punjab, Haryana and NCR quota, it may be noted that action may be taken as per the terms of contract, if it is found during the execution that the raw material is not sourced from Punjab / Haryana / NCR .

Date: (Signature) .....

(Printed Name) .....

Place: (Designation) .....

(Seal) .....

Allocation Criteria Data

Bidder's Name &Address: To

NCPS DADRI

Dear Sirs,

We seek allocation under Clause 1.5 of ITB, our qualification data in support thereof is enclosed in the Attachments enclosed at Annexures as per following:

Sl. No.	Allocation Criteria brief
1	**Attachment 7B: Certificate by Chartered Accountant on Letter Head for bidders' manufacturing capacity and availing MSE benefits/ Purchase preference (If applicable).**

Date: (Signature) ..... .

(Printed Name) .....

Place: (Designation) .....

(Seal) .....

Bidder's turnover data for last 5 financial years

-Not Applicable-

Certificate by Chartered Accountant on Letter Head for Bidders' manufacturing capacity and also availing MSE benefits/ Purchase preference (If applicable)

To
NTPC LTD
NCPS Dadri
Po Vidyut Nagar Dadri
Distt. Gautam buddh Nagar (UP) 201008 INDIA

Bidders' Manufacturing Capacity This is to certify that M/s …… (Name of the Bidder) is having its registered office at and its Manufacturing plant is/are located at…….. which is/are in operation since…….Details of Plants are mentioned below:

S. No.	Plant location	Type of palletization Machine (Ring Dye, Flat Dye, Piston type, Other)	Palletization Machine Make	Number of palletization Machines(A)	Capacity in TPH per machine(B)	Total capacity of pellet M/cs(TPH) (AXB)
1*						
2*						
3*						
Total						

S. No.	Plant location	Hammer mill Make	Number of Hammer mill Machines(A)	Capacity in TPH per machine(B)	Total capacity of hammer mills(TPH) (AXB)
1*					
2*					
3*					
Total					

** Bidder may add more rows, if required*

Notes: 1. Bidders may please note that for Capacity evaluation purpose, the TPD capacity (least of total pellet M/c or total Hammer mill capacity) will be calculated based on 10 Hr operation per day. For example, for one 2 TPH machine/hammer mill, the TPD capacity will be taken as 20 TPD.

2. If the declared capacity is more than the calculated capacity as per this formula, the same shall be restricted to calculated capacity. If the total TPD capacity works out to 60 TPD or more, NTPC may verify the capacity before allocation of quantity.

3. In case of any misrepresentation of the facts, the bid shall be rejected, and action may be taken as per the terms and conditions of the tender.

Further It is certified that M/s _____(Name of the bidder) is a manufacturer of Agro-residue based biomass pellets having Total manufacturing capacity of ……(in Tonnes per Day) for above mentioned plants.

(Authorized Signatory with stamp/seal)
Name of CharteredAccountant

* (If applicable) availing MSE benefits/ Purchase preference Attachment –

It is verified from the Books of Accounts of M/s …….(Name of the Bidder) that they have completed the setting up of the Agro-residue based Biomass Pellet Manufacturing Plant located at…… (address of Manufacturing Plant) is registered under MSMED Act 2006, (UDYAM REGISTRATION CERTIFICATE) with BIOMASS CODE …….. Dated…….., category: …….(Micro/Small). (copy enclosed)

(Authorized Signatory with stamp/seal)

Name & address of Chartered Accountant

Membership Number- UDIN –

strike off whichever is not applicable.

Financial Tie ups with Banks/Financial Institutions of Bidders

- Not Applicable-

DECLARATION OF PAST ORDERS

Certificate by Chartered Accountant on Letter Head for Bidders' DECLARATION OF PAST ORDERS (If applicable)

Ref No:GEM BID
To,
NCPS Dadri -C&M Dept.
Vidyun Nagar Dadri
GB Nagar UP 201008
Dear Sirs,
We declare that we are executing following Orders for #Non- Torrefied Biomass Pellets Procurement
Package including NTPC /JV/Subsidiary of NTPC:

SN	Description	Qty
1	Total Existing manufacturing capacity in TPD	
2	Existing commitment other than NTPC in TPD Total Long-term order/s* in TPD + Total Order qty in TPD for any short-term order placed in past one year	
3	Total allocated quantity in TPD under any ongoing tender) in any NTPC station/s and JV/s/Subsidiaries for non-torrefied pellets	

Authorized Signatory with stamp/seal)
Name & address of Chartered Accountant
Membership Number-
UDIN -

Note: Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.
Note: In case of any mismatch of data regarding "Existing running orders quantity inTPD in NTPC/JV/Subsidiary of NTPC" or any other issue regarding awarded contract(long term/short term) of NTPC/JV/ Subsidiary of NTPC, then decision taken by NTPC dadri shall prevail and be binding while quantity allocation/award purpose.

"UNDERTAKING TO BE GIVEN BY MSE BIDDER FOR AVAILING BENEFITS"

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI
C&M Dept.

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

* We are ***Producer/ manufacturer of the quoted item*** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted item of our bid.

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 NCPS DADRI Limited/ Employer at any stage of Bid Evaluation and Bid security declaration form 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,

Date: (Signature) .....

(Printed Name) .....

Place: (Designation) .....

(Seal) .....

Technical Data Sheets

Technical Data Sheets duly filled in as per the Employer's format, enclosed as Annex-I to Technical Specifications.

Declaration by Bidder

(To be submitted on Companies letter head along with technical bid)

We, the undersigned, have read the technical specifications for agro residue-based biomass pellets, volume- IV and declare the following:

(a) We have read and completely understood the technical specification document and have no reservations to it including amendments/clarifications.

(b) We confirm to comply the technical specifications as follows:

S.No	Technical data	Unit	Biomass pellet specification
1	Base material	-	Agro residue (Minimum 50% paddy residue)
2	Shape and Size**	Mm	Diameter: Not more than 25 mm Length: should not exceed 35 mm.
3	Fines% (length<3 mm) (ARB*)	Wt %	fines ≤ 5% [Less than 5% by weight]
4	Gross Calorific Value (GCV-ARB*)	kCal/kg	Acceptable range 2800 Kcal/Kg to 3400 kcal/Kg [both inclusive]
5	Moisture (ARB*)	Wt %	Not more than 14%

(c) We understand that quantity and price adjustment shall be made for supplying the material deviating from acceptable range given in the technical specification as per clause 10 and 11 of technical specification (Volume-IV).

(d) We understand that consignment not meeting acceptance limits of parameters as per clause 12 of technical specification (Volume-IV) shall be rejected.

(e) We understand that liquidated damage (LD) shall be recovered for supply shortfall as per tender conditions.

(f) We confirm the use of 50% raw material as stubble /straw/crop residue of rice paddy sourced from Punjab, Haryana or NCR Region

(g) We declare that we have read the bid document and have no reservation to it and shall abide by its provisions.

Thanking you,

Date:

(Signature) .....

(Printed Name) .....

Place:

(Designation) .....

(Seal) .....

Additional Information

Bidder's Name &Address:

To

NCPS DADRI.

Dear Sirs,

We wish to provide the following additional information in our Bid. We confirm that no price component has been included in the additional information.

Sl.No.	Description of Information Reference to	Reference to
		Bidding documents
		Bid Proposal

Note: Continuation sheets of like size and format may be used as per requirement

(ELECTRONIC FUND TRANSFER)

Bidder's Name & Address :

To

NTPC LTD
NCPS DADRI
PO Vidyut Nagar
Distt GAUTAM BUDHH NAGAR
UP-201008

Dear Sirs,

We, hereby authorise the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below :

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE

3. TELEPHONE NO. (WITH STD CODE)

4. BANK PARTICULARS

(A) BANK NAME

(B) BANK TELEPHONE NO. (WITH STD CODE)

(C) BRANCH ADDRESS

PIN CODE																							

(D) BANK FAX NO (WITH STD CODE)

(E) BRANCH CODE

(F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

(G) IFSC Code OF THE BANK BRANCH

(H) BANK ACCOUNT NUMBER

(I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS

IF OTHERS, SPECIFY

5. PERMANENT ACCOUNT NUMBER (PAN)

5. GST IDENTIFICATION NUMBER (GSTIN)

6. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible.

SIGNATURE

DATE

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no. .....

with our branch and the Bank particulars mentioned above are correct.

SIGNATURE

DATE

AUTHORISED SIGNATORY)

Authorization No. :

Name:

OFFICIAL STAMP

CHECKLIST OF DOCUMENTS

1. **Submission of BID Security.**

Submission of Bid Security		
1	**Submission of EMD OR submission of Udyam certificate containing code of bio mass 38300.**	(Yes* / No*)

2. **Envelope I - Techno-Commercial Bid**

Documents to be enclosed in Envelope No I -Techno-Commercial Bid (Comprising documents to be submitted online)		
S. No.	**Description**	**Enclosed (Yes/No)**
Documents to be submitted online Techno-Commercial Bid		
1	**Certificate of Compliance as per Annexure-C**	(Yes* / No*)
2	**Attachment 1**: **Bid Security Declaration Form** Bidder to furnish bid security in line with UTB (volume II)	(Yes* / No*)
3	**Attachment 2: Power of Attorney** in terms of clause 3.3 of ITB along with the Authority of the person issuing the Power of Attorney	(Yes* / No*)
4.	Techno-Commercial Bid Submission Form as per **Annexure-T**	(Yes* / No*)
5.	**Attachment-3: Bidder details** as per Employer format along with required documents as mentioned therewith.	(Yes* / No*)
6.	**Attachment-4:** Declaration regarding Ownership/Partnership cum submission of single financial bid and no common controlling shareholders or ownership or cross holding directly and/or indirectly in any manner whatsoever with any other participating bidder in the same station and the details of Foreign Principals of Indian Bidders. The Bidder shall furnish information with regards to disclosure of the ownership details including its foreign principals or associates	(Yes* / No*)
7.	**Attachment-5 (in Bidder's format):** Consortium agreement (if applicable) entered into by the consortium partners shall be submitted with the bid.	(Yes* / No*)

8.	**Attachment- 6:** Declaration for availing Benefits as "Punjab, Haryana and NCR bidders	(Yes* / No*)
9.	**Attachment-7B** *Certificate by Chartered Accountant on Letter Head for Bidders'*	(Yes* / No*)
10	**Attachment-8 DECLARATION OF PAST ORDERS** *Certificate by Chartered Accountant on Letter Head for Bidders'*	(Yes* / No*)
11.	**Attachment-9:** Undertaking to be given by MSE bidder for availing benefits (**if applicable)** as per format ANNEXURE- Alloc-A-3	(Yes* / No*)
12	**Attachment-10: Technical Data Sheets** Technical Data Sheets duly filled in as per the Employer's format.	(Yes* / No*)
13.	**Attachment 11: Additional Information** Additional Information which the bidder wishes to provide in his bid	(Yes* / No*)
14.	**Attachment 12: EFT Form** Electronic Fund Transfer Form duly filled in as per Employer's format.	(Yes* / No*)
15.	**Attachment-13:** Check List of documents to be submitted for Techno-Commercial Bid	(Yes* / No*)
16.	**INTEGRITY PACT**(Annexure F 10 duly signed).	(Yes* / No*)

* Strike out whichever is not applicable.

2. Envelope II:Price Bid

Documents to be enclosed in Price Bid		
Documents to be submitted online Price Bid		
1.	Financial Document (Excel sheet converted to PDF)	(Yes* / No*)

FORMS & FORMATS

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No. Dated : .....

To,
NCPS DADRI,
.....
.....
.....
.....

Dear Sirs,

Sub : Extension of Bank Guarantee No. ..... dated..... for .....[indicate value of bank guarantee]..... favoring yourselves, expiring on..... on account of M/s*.....(Name of Bidder)..... in respect of Contract for (Insert package name)..... for (Insert Project name) ..... project, Contract No. ..... dated..... (hereinafter called original Bank Guarantee).

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

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

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

(Signature .....
(Name &Designation) .....
(Bank's Seal) .....

Authorised vide Power of Attorney No.....
Date .....

Dated_____
SEAL OF BANK

Note:

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

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

PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

To,

Date.....

[Owner's Name & Address]

Dear Sirs,

In consideration of the NCPS DADRI Ltd., (hereinafter referred to as the 'Purchaser' 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 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Order No. …….. dated …….. and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at ……for

……. (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to **Rs.** **(amount in words)**** to the purchaser.

We, ……(Name & Address of Bank)……. having our 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 & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of

…… as aforesaid at any time up to ……. (*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser 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 Contract by the Seller. The Purchaser 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 Seller, 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 Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters 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 purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser 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 seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove 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 …….. on whose behalf this guarantee has been given.

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

WITNESS

1)SIGNATURE……	SIGNATURE……..
NAME …….	NAME……...
OFFICIALADDRESS……	DESIGNATION……..
	BANK'S COMMON SEAL
2)SIGNATURE……	ATTORNEY AS PER POWER OFATTORNEY
NAME……...	NO……
OFFICIALADDRESS…….	DATE …….

NOTE :

1. (*) The Date will be Three Months beyond the expiry of the Contract as specified in the order.

   (**) Security deposit @ 7 lakh per 20 TPD for total contract period. Further security deposit amount shall be computed @3.5 Lakhs per 10TPD or part thereof the awarded quantity. Also refer GPC Clause 28.0.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same along with the BankGuarantee.

4. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.

5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in GPC must be furnished with the BG.

CHECK LIST FOR BANK GUARANTEE VERIFICATION BY BIDDER

BANK GUARANTEE VERFICATION CHECKLIST FOR BID SECURITY

1. Bank Guarantee No. .....
2. Issuing Bank .....
3. Amount of BG .....
4. Nature of BG & No. of Pages .....
5. Validity of BG .....
6. Package Description .....
7. Bidder / Contracts Ref.
   (Name, Address, Tel. & Fax No., email) .....
8. Bank Reference
   (Name, Address, Tel. & Fax No., email) .....

CHECK LIST

S.No.	Details of Checks	Yes/No
a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act ?[i.e. ....]	.....
b)	Whether date, purpose of purchase of stamp paper and name of the Owner are indicated on the back of stamp paper under the Signature of Stamp vendor ? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	.....

S.No.	Details of Checks	Yes/No
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank.	.....
d)	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	.....
e)	Is each page of BG duly signed/initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two (2) witnesses under seal of Bank as required in the prescribed proforma?	.....
f)	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	.....
g)	Are the factual details such as Bidding Documents No./ Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	.....
h)	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature &seal of executants?	.....
i)	Whether the BG has been issued by a Bank in line with the provisions of Bidding Documents?	.....
j)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Documents?	.....

Date: Signature .....

Place: Printed Name .....

(Designation) .....

(Seal of the firm) .....

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

LIST OF BANKS FOR SUBMISSION OF BANK GUARANTEE AS BID SECURITY AND CONTRACT PERFORMANCE GUARANTEE

SCHEDULED COMMERCIAL BANK LIST

A STATE BANK OF INDIA

B NATIONALISED BANKS

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1 Axis Bank Ltd
2 Bandhan Bank Limited
3 CSB Bank
4 City Union Bank
5 DCB Bank Ltd
6 Dhanlaxmi Bank Ltd
7 Federal Bank Ltd
8 HDFC Bank Ltd
9 ICICI Bank Ltd
10 IndusInd Bank Ltd
11 IDFC FIRST Bank Limited
12 Jammu & Kashmir Bank Ltd
13 Karnataka Bank Ltd
14 Karur Vysya Bank Ltd

15 Kotak Mahindra Bank
16 Lakshmi Vilas Bank Ltd
17 Nainital Bank Ltd
18 RBL Bank Limited
19 South Indian Bank Ltd
20 Tamilnad Mercantile Bank Ltd
21 Yes Bank Ltd
22 IDBI Bank Ltd

.D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1 AB Bank Ltd
2 Abu Dhabi Commercial Bank PJSC
3 American Express Banking Corporation
4 Australia & Newzealand Banking Group Limited
5 Barclays Bank Plc
6 Bank of America
7 Bank of Bahrain & Kuwait B.S.C.
8 Bank of Ceylon
9 Bank of China Limited
10 Bank of Nova Scotia
11 BNP Paribas
12 Citi Bank NA
13 Cooperatieve Rabobank UA
14 Crédit Agricole Corporate and Investment Bank
15 Credit Suisse AG
16 CTBC Bank Co Ltd
17 DBS Bank India Ltd
18 Deutsche Bank A.G.
19 Doha Bank Q.P.S.C
20 Emirates NBD Bank (PJSC)
21 First Abu Dhabi Bank PJSC
22 FirstRand Bank Ltd
23 HSBC Ltd

24 Industrial & Commercial Bank of China Ltd
25 Industrial Bank of Korea
26 JP Morgan Chase Bank, National Association
27 JSC VTB Bank
28 KEB Hana Bank
29 Kookmin Bank
30 Krung Thai Bank Public Company Ltd
31 Mashreq Bank PSC
32 Mizuho Bank Ltd
33 MUFG Bank, Ltd
34 NatWest Markets Plc
35 PT Bank Maybank Indonesia TBK
36 Qatar National Bank (Q.P.S.C.)
37 Sberbank
38 SBM Bank (India) Ltd
39 Shinhan Bank
40 SocieteGenerale
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

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

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) for kind of n.a.

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

(No Deviation Certificate)

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI, C&M Dept.

Dear Sirs,

1.0 With reference to our Bid Proposal No ..... dated ..... for [Insert Name of the Package **"Procurement of Non-Torrified Biomass Pellets on FOR Power station basis for NCPS DADRI, - Bid Document No. "**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in Conjunction with Amendment(s)/Clarification(s)/ Addenda/Errata (if any) issued by the Employer prior to opening of Techno Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

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

Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e-tendering portal by accepting the attribute Total Compliance **to all provisions of Bidding Documents** / NIL deviation**.**

"**COMPLIANCE ON QUALIFYING REQUIREMENTS**"

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI.

Dear Sirs,

We hereby confirm the following:

(a) The details furnished by us in attachment of bid, for establishing the compliance to specified Qualifying Requirement are in accordance with ITB, Clause 1.4 of Volume II of the Bidding documents.

(b) No change or substitution in respect supply Experience and Handling Experience for meeting the specified Qualifying Requirement (QR) shall be offered by us.

Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e-tendering portal by accepting the attribute Compliance on Qualifying Requirement.

"ACCEPTANCE OF FRAUD PREVENTION POLICY OF NCPS DADRI"

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI,

We have read the contents of the Fraud Prevention Policy of NCPS DADRI displayed on its tender website http://www.ntpc.co.in/tenders.aspx and undertake that we along with our associates/collaborators/ sub-contractors /sub-vendors / consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NCPS DADRI.

Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e-tendering portal by accepting the attribute Compliance on Fraud Prevention Policy.

"COMPLIANCE ON POLICY OF DEBARMENT FROM BUSINESS DEALINGS OF NCPS DADRI"

Bid Ref. No: **DATED:**

Bidder's Name and Address: To

NCPS DADRI

We have read the contents of the Policy of Debarment of Business Dealings from NCPS DADRIdisplayed on its website https://www.NCPS Dadri.co.in/tenders.aspx and agree to abide by this policy. Further, in terms of requirement under Policy of Debarment of Business Dealings we also declare the following:

a) We have not been Banned/ Blacklisted as on date of submission of bid by Ministry of Power or Government of India or any State Government or PSU or Regulatory Institution.

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

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

We also accept that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NCPS DADRI 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.

Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e-tendering portal by accepting the attribute Compliance on Policy for Debarment from Business Dealings.

Date: Signature .....

Place: Printed Name .....

(Designation) .....

(Seal of the firm) .....

-----Not Applicable-----

Procurement of Non-Torrified Biomass Pellets For Power station basis for NTPC Ltd, Dadri

Annexure – F10 (1 of 5)

INTEGRITY PACT

…….. PACKAGE FOR
……
BIDDING DOCUMENT NO. ……

Between

NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")

And

…… (hereinafter referred to as "The Bidder/Contractor ")

And

……..……. (hereinafter referred to as "JV Partner(s)/ Consortium Member(s)"(if applicable)

Preamble

The Employer awarded the Contract for …… …… with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

This Integrity Pact is an agreement between the Employer and the bidder/Contractor/JV Partners/Consortium members, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

In order to achieve these goals, the Employer will appoint Independent External Monitor(s)(IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-

a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.

b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.

c) The Employer will exclude from the process all known prejudiced persons.

2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.

e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the

position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years.

2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, idder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEMs are not subject to instructions by the representatives of the parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.

3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website https://cvc.gov.in/.

4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.

5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

6. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.

7. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the final payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded.

Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact at …….on this ……. day of……..20….

Employer	Bidder/ Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
Witness	Witness	Witness
1.	1.	1.
2.	2.	2.

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

To :
[Employer's Name and Address]

Dear Sirs,

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

2.0 As per the provisions of the contract, we hereby propose the following CCIEs, in priority order, as per the list enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for finalization of CCIE by CEA:

1……..
2…….
3……

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

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

5.0 We understand that NCPS DADRI may withdraw from the conciliation proceedings, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NCPS DADRI.

Date :

Signature .....

Place :

Printed Name .....

(Designation) .....

(Common Seal) .....

Annexure F 12

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

((To be stamped in accordance with Stamp Act)

Bank Guarantee No…….. **Date :**

To,
NTPC Ltd
NCPS Dadri
PO Vidyut Nagar,
Dist. G.B. Nagar
UP-201008

Dear Sirs,

In accordance with your NIT No. …….. dated …….. M/s……..(***)…….. having its registered/Head Office at ……..(hereinafter called the 'Bidder') wish to participate in the said Bid for ……*(name of package)*…..

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

We, the ……..*[Name and address of the Bank]*…… …….. having our head office at ……..(#)…… guarantee and undertake to pay immediately on demand by NTPC Ltd. (hereinafter called 'the Owner') the amount ……..(*)…… (in figures and words) without any reservation, protest, demand and recourse. Any such demand made by the said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to ……(@)…… . If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ……*[Bidders anme]*…… on whose behalf guarantee is issued.

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

Witness

(1) Signature …… Signature……
Name …… Name……
Official Address …… Designation……
Bank's Common Seal……
Power of Attorney No……

(2) Signature ……
Name ……
Official Address ……

Annexure F-13

(Compliance to “Conflict of Interest” provisions)

To
NTPC LTD
NCPS DADRI
PO Vidyut Nagar
Distt GAUTAM BUDHH NAGAR
UP-201008

We confirm that we have read and understood the regarding “Conflict of Interest” and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB Clause 43.0, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly. Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e tendering portal by accepting the attribute Compliance to “Conflict of Interest” provisions.

Date :

Place :

Signature .....

Printed Name .....

Designation .....

(Common Seal .....

Annexure F-14

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

To
NTPC LTD
NCPS DADRI
Po Vidyut Nagar
Distt: GAUTAM BUDHH NAGAR
UP - 201008

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at https://ntpctender.ntpc.co.in/ under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender. Note: The aforesaid declaration is to be accepted through Annexure-C, Certificate for Compliance to be submitted online along with Techno-Commercial bid through e-tendering portal by accepting the attribute Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy provisions.

Date :

Place :

Signature .....

Printed Name .....

Designation .....

(Common Seal .....

Annexure F-15

PHYSICAL FITNESS CERTIFICATE (To be attached along with each Supply)

I certify, that I have carefully examined Shri /Smt /
……..

I am …….. Son/Daughter/Wife of
Shri…… Age…… Years. Whose signature is given below.
As a result of his/her examination I certify that nothing which may disqualify his/her from admission to course in a Technical Institute under the Government or joining a service (Govt/Semi Govt) has been found. I have further report that

1. His / her eyes appear to be ----------

2. His /her heat & Lungs are clear----------

3. His/her chest measurement normal----------expanded----------

4. Pulse ----------

5. B.P.----------

6. His/her weight is ----------

7. His / her height is ----------

8. His / her wears glass / does not wear glass ---------- Vision----------

9. He / She has no disease, mental and body infirmity which makes his/her unfit in the near future for an active life and studies.

Marks on identification ----------

Signature of Candidate

Name & Signature of the

Medical Officer with Stamp and Regd. NO.

BID FORMAT

Ref No. Date

To,

NCPS Dadri,
Vidyut Nagar,
Dist: GautamBudh Nagar,
NOIDA-201 008,UP

Sub:Supply of Non Torrefied biomass pellets to NCPS- Dadri at Benchmark price as notified ByMoP.

Dear Sirs,

1.0We M/s. ……(Name of the applicant) have read and examined the tender documents for" supply of Non torrefied biomass pellets to NCPS- Dadri at Benchmark price as notified By MoP".

We hereby confirm our acceptance and compliance to all the provisions and terms and conditions contained in the tenderdocuments.

We have understood the instructions and the terms and conditions mentioned in the Bidding documents and have thoroughly examined the detailed scope of work, methodology of Registration and are fully aware of nature and scope for Supply of Biomass Pellets as per PO/LOI and schedule to be given by NTPC.

We, hereby confirm that our Application for registration is valid for 90 days from date of Submission of Applications. We submit our application as outlined in Bidding document for Registration:

Non-Torrefied Pellets:

Rate	**GST**	**Total rate**	**GCV**	**Rate per MT**
Rs/1000 Kcal	**%**	**Rs/1000 Kcal**	**Kcal/kg**	**Rs.**
2.32	5%	2.436	3400	8282.4

एनटीपीसी
NTPC

एन टी पी सी लिमिटेड
भारत सरकार का उद्यम
NTPC Limited
A Govt. of India Enterprise
(Formerly National Thermal Power Corporation Ltd.)

केन्द्रीय कार्यालय/Corporate Centre

NTPC VIRTUAL ACCOUNT NUMBER (VAN) DETAILS

(For Receiving Payment Through ECS/NEFT/RTGS)

A.DETAILS OF ACCOUNT HOLDER: -

Name of Account Holder	**NTPC LIMITED**
Complete Contact Address	**NTPC Bhawan, Core-7, Scope Complex,** **7 Institutional Area, Lodhi road, New Delhi-110003**
E-mail Id	receipts@ntpc.co.in

B.BANK DETAILS: -

Name of the Bank	**HDFC BANK LTD**
Address of the Bank with email id	**K G MARG** **NEW DELHI** **DELHI** **ecmsaccountopening@hdfcbank.com**
Type of Bank Account	**CURRENT ACCOUNT**

C.CUSTOMER DETAILS: -

Customer/Vendor Code	**40005144**
Customer/Vendor Name	**GOVERNMENT E MARKETPLACE**
Business Area (Project)	**1011**

D.VIRTUAL BANK ACCOUNT DETAILS FOR THE ABOVE CUSTOMER: -

NTPC Bank Account No.	**91140005144**
IFSC Code	**HDFC0000003**

Certified that the particulars furnished above are correct as per our records.

NTPC Limited एनटीपीसी NTPC NEW DELHI

निहार रंजन नायक
NIHAR RANJAN NAYAK
उप महाप्रबंधक (एकीकृत कोषागार)
Dy. General Manager (Unified Treasury)
एनटीपीसी लि०-दादरी/NTPC Ltd.-Dadri

(Authorized Signatory)

Date: **21.11.2024**

Note:

1. The abovementioned VAN is unique for Customer/Vendor Code and Business Area (BA)/Project to which the receipt pertains.

2.In case of receipts for more than one BA/Project, Separate VAN is to be used.

Important Clause to be Noted by bidder

Small Enterprises (MSEs) manufactures having UDYAM Registration (containing code of Biomass pellets code 38300), Such MSE bidders will have to submit UDYAM Registration Certificate (containing code of Biomass) *as EMD.*

Important Clause to be Noted by bidder before submission of BID:

If bidder fails to submit following documents (but not limited to) in required format, the bid shall be liable to be rejected.

A. Annexure C: Certificate of Compliance

B. Certificate by Chartered Accountant on Letter Head (As per attachment 7B)

C. Certificate by Chartered Accountant on Letter Head for Bidders' declaration of past orders' (As per Attachment 8)

D. Declaration by Bidder (Attachment 10) to be submitted on bidder letter head along with technical bid.

E. INTEGRITY PACT(Annexure F 10 duly signed by bidder)

Further, Bid shall be not opened in the absence of Bid Security