NTPC LIMITED
KAHALGAON SUPER THERMAL POWER PROJECT
STAGE – I (3X500MW)

Technical specification for Procurement of Wear Parts for XRP-1003 Coal Pulverisers

Document No. ……………………

TECHNICAL SPECIFICATION FOR PROCUREMENT OF WEAR PARTS FOR XRP TYPE COAL PULVERISERS NTPC-Kahalgaon Stage-II, 3 x 500 MW Tender Document No. ………………………

<u>Qualifying Requirements for High Performance Grinding Roll and Bull Ring Segments for Bowl Mill XRP-1003 of Stage-II of KhSTPS.</u>

In addition to the requirements stipulated in Section ITB (Instructions to Bidder), the bidder should also meet the qualifying requirements stipulated hereunder:

1.1 The bidder should be a regular manufacturer of vertical type coal Pulverisers and should have supplied such coal Pulverisers to at least two(2) coal fired units, each of 200 MW or higher capacity, located at two(2) different power stations and which are in successful operation for at least two (2) years prior the date of techno-commercial bid opening with the same type of grinding rolls (centrifugally cast Ni-hard type or carbide insert type or weld overlay/high chrome type rolls, using one or more grinding roll sets) as offered by the bidder.

Or

1.2 a) The bidder should be a regular manufacturer of the type of grinding rolls (centrifugally cast Ni-hard type or carbide insert type or weld overlay/high chrome type or sintered cast type rolls) offered by him and should have supplied at least one hundred fifty (150) nos. of 50 (fifty) inch or higher size such type grinding rolls and 50 sets of bull ring segments for XRP/Raymond Bowl type of coal pulveriser during last three years prior to date of techno-commercial bid opening.

AND

b) Bidder should either himself or through a company/agency in which he has controlling stake, own following manufacturing and testing facilities for use by the bidder for manufacturing of the grinding rolls, (Bidder to furnish proof of ownership of the facilities along with his bid).

Manufacturing Facilities

i) Induction/Cupola/Induction Arc furnace for melting iron one (01) MT.
ii) Machining facilities for inside bore.
iii) Centrifugal casting machine to accommodate grinding rolls of over one thousand two hundred (1200) Kg (In case bidder is offering Ni-hard rolls).

Testing Facilities :
i) Testing chemical composition.
ii) Magnetic particle testing machine.
iii) Hardness testing machine.
iv) Ultrasonic testing machine to check tread to core bond
v) Micro structure testing
vi) Ultrasonic machine to check tread thickness.
vii) Inside micrometers to check inside taper measurement.
viii) Spectrometer/Spectrogram.

OR

1.3 The bidder should be a regular manufacturer of grinding rolls for vertical type coal Pulveriser and should have supplied at least 50 (fifty) nos. of grinding rolls and seventeen sets of bull ring segments for vertical type coal Pulveriser and should have an ongoing collaboration/license agreement with a manufacturer who meets the qualifying requirements as stipulated at 1.2(a) above. In such a case, the bidder along with his collaborator shall furnish a deed of joint undertaking (DJU) for successful performance of the grinding rolls offered by him. Further bidder should have manufacturing and testing facilities as per 1.2(b) above and shall offer only the type of grinding rolls (i.e. centrifugally cast Ni-hard or carbide insert type or weld overlay/hi-chrome type or sintered cast type rolls) for which his collaborator is qualified.

2.0 Average annual financial turnover of the bidder during preceding three (03) financial years prior to the date of techno-commercial bid opening shall not be less than Rs.724.33 lakhs.

3.0 Intending bidder must have experience of having successfully executed supply of vertical type coal pulveriser / grinding elements for coal mills during last seven (7) years prior to the date of techno-commercial bid opening with either of the following:

a) One order costing not less than Rs. 579.46 lakhs.

b) Two orders each costing not less than Rs. 362.16 lakhs.

c) Three orders each costing not less than Rs. 289.73 lakhs.

Notes:

a. Bidder who meets the requirement of any of the first 3 clause (namely clause 1.1 or clause 1.2 or clause 1.3) and clause 2.0 & 3.0 shall stand to be qualified for the present job.

b. Other income shall not be considered for arriving at annual turnover.

c. In cases where audited results for the last financial year as on the date of the Techno-Commercial Bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Charted Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.
Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying that financial parameters is not available.

d. The word "executed" mentioned in clause 3.0 means that the bidder should have achieved the criteria specified in clause 3.0 with ANY of the following conditions:
   - **Case-I:** The work/order is started earlier (prior to the period stipulated in Clause3.0) but completed within the stipulated period as mentioned in clause 3.0. In such cases, entire executed quantity of the relevant work vide that work order shall be considered for evaluation.
   - **Case-II:** The work/order is started and completed within the stipulated period as mentioned in clause 3.0.

- **Case-III:** The work/order is started within the stipulated period as mentioned in clause 3.0 but not completed as on the last date of stipulated period. In such cases, "In Progress" executed quantity of the relevant work vide that work order as on the last date of stipulated period, shall be considered for evaluation.

(e) Any of the cases mentioned in Notes (d) and successful operation as per Clause 1.1 shall be supported by documentary evidence issued by the owner.

(f) Grinding Elements means Grinding rolls & Bull Ring Segments.

TECHNICAL SPECIFICATION FOR PROCUREMENT OF WEAR PARTS FOR XRP TYPE COAL PULVERISERS
NTPC-Kahalgaon Stage-II 3x5000MW
Tender Document No. ……………………..

Delivery Schedule

Bidder's Name & Address	NTPC Name & Address (To be indicated by project)

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1. Grinding rolls

2. Bull ring segments

3. Additional mill components as per Note-1

Note: Bidder to provide list of additional pulveriser components.

Date :
Place :

Signature ………………………….
Printed Name ……………………..
Designation ……………………..
Common seal ……………………

TECHNICAL SPECIFICATION FOR PROCUREMENT OF
WEAR PARTS FOR XRP TYPE COAL PULVERISERS
NTPC-Kahalgaon Stage-II 3x500MW
Tender Document No. ………………………

Information regarding quality assurance program

Bidder's Name & Address

NTPC Name & Address
(To be indicated by project)

Dear Sirs,
We hereby provide the necessary information on quality assurance program containing the overall quality management and procedures, which we propose to follow during various stages of manufacturing the specified wear parts.

Date :
Place :

Signature ………………………….
Printed Name …………………….
Designation ……………………..
Common seal ……………………

Note : Continuation sheets of like size and format may be used as per bidder's requirement and shall be annexed to this attachment.

TECHNICAL SPECIFICATION FOR PROCUREMENT OF WEAR PARTS FOR XRP TYPE COAL PULVERISERS
NTPC-Kahalgaon Stage-II 3x500MW
Tender Document No. ………………………

Technical Data Sheets

Sl.no.	Description	Grinding rolls	Bull Ring Segments
1.	Name of manufacturer		
2.	Location of Manufacturing Unit		
3.	Model of coal pulveriser		
4.	Number of pulverisers		
5.	Number of sets		
6.	Number of items in each set (bidder to list all the additional mill components as per Note-1)		
7.	Wear life of each set		
8.	Weight of each item (bidder to provide itemwise list)		
9.	Weight of each set		
10.	Compliance to specified dimensions	Yes	Yes
11.	Name of material		
12.	Surface hardness		
13.	Physical properties of material		
14.	Chemical composition of material		

Date :
Place :

Signature ………………………….
Printed Name …………………….
Designation …………………….
Common seal ……………………

TECHNICAL SPECIFICATION FOR PROCUREMENT OF WEAR PARTS FOR XRP TYPE COAL PULVERISERS
NTPC-Kahalgaon Stage-II 3x500MW
Tender Document No. ………………………

GUARANTEE DECLARATION

Bidder's Name & Address

NTPC Name & Address
(To be indicated by project)

Dear Sir,

We declare that the wear life of wear part, their fitment and material specification for wear parts offered in this bid are guaranteed by us. We further declare that in the event of any deficiencies in meeting the guarantees indicated below as established in accordance the bidding documents, you may at your discretion accept the wear parts after assessing the liquidated damages as specified in clause 8.4.0 of bidding documents or reject the wear parts and the payments already made.

Sl.No.	Guaranteed Parameter	Guaranteed Figures
1.0	Wear life of wear parts	
1.1	Wear life of each set of grinding rolls in operating hours as per clause 8.0.0	
1.2	Wear Life of each set of bull riNG segments in operating hours as per clause 8.0.0	
2.0	Guarantee for fitment	As per bidding document clause 8.5.0

Date :

Place :

Signature ………………………….
Printed Name …………………….
Designation ……………………..
Common seal ……………………

Note: Any variation to the stipulated conditions under which guarantees are to be met will not be permitted and bids with such variation are liable to be rejected.

COAL CHARACTERISTICS

Proximate analysis	Range
Moisture	1.5% to 8%
Ash	25% to 55%
YGP	40 to 110

Ash analysis	
Silica	50 % to 65%
Alumina	25% to 35%

TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF WEAR PARTS FOR XRP-1003 TYPE COAL PULVERISERS

1.0.0 Intent of the specification.

The intent of the specification is to procure wear parts (grinding rolls and bull ring segments) for XRP-1003 type coal Pulverisers of BHEL make operating at NTPC Kahalgaon.

It is not the intent to specify completely herein, all aspects of material selection and manufacturing process, nevertheless, the wear parts shall conform in all aspects to high standards of material quality, manufacturing process and workmanship and shall be capable of performing in continuous commercial operation, in a manner acceptable to the owner, who will interpret the meaning of specification, drawings and shall have right to reject or accept any work or material which in his assessment is not complete to meet the requirement of this specification.

Bidder is requested to carefully examine and understand the specification and seek clarifications, if required, to ensure that they have understood the specification. The bidder's offer should not carry any sections like clarifications, interpretations and/or assumption.

2.0.0 Project Information.

Name of the station: Kahalgaon Super Thermal Power Project

No. and size of units: 3x500MW

Type of coal pulverisers: XRP-1003

No. of coal pulverisers per unit: 10

Total number of pulverisers for which wear parts are to be supplied: 10

3.0.0 Applicable Drawings.

The drawings listed below and forming part of the specification are for bidder's information. All these drawings are indicative of owner's requirement to enable the bidder to make a suitable offer. It shall, however, be responsibility of the contractor to ensure fitment of the supplied material.

i. Drawing No. KhS/TC/SG/02/50/104 of 50" grinding roll

ii. Drawing No. KS/TC/SG/02/50/110 Sheet 1 of 2 and Sheet 2 of 2 for Bull ring segment

Any variation/alteration from the listed drawings shall be clearly brought out in the technical deviation schedule with implications, if any. Such variations may be acceptable, after assessment of its implication and shall be subject to owner's approval.

4.0.0 Scope of the proposal.

The scope of the proposal shall include manufacturing, testing, packaging, transportation, delivery on F.O.R. (site) basis of wear parts of XRP-803 type coal pulverisers comprising of the following :

i. Grinding rolls.
ii. Bull ring segments
iii. Additional pulveriser components (refer note 1)

The scope of proposal shall also include supervision of installation (Supervision of installation of 1st set of wear parts in each mill) of above wear parts.

Note1 : In case the installation and fitment, commissioning, operation, grinding process optimization and/or achievement of guaranteed wear life of wear parts require some additional components (other than grinding rolls and bull ring segments) to be installed on the pulveriser or to replace some of the pulveriser components (other than grinding rolls and bull ring segments) with new design/material of components, same shall also be included in the scope of supply of the contractor in such quantities that they last the complete period of wear life guarantee of 20000 hrs. of pulverisers operation for each pulveriser. It is responsibility of the bidder to familiarize himself with the design of specified pulverisers model, its grinding rolls and bull ring segments and requirement of additional components for the same. In case bidder's proposal does not include the additional components mentioned above and/or their adequate quantities and if same become necessary for installation and/or satisfactory operation of the pulveriser and/or to achieve the guaranteed wear life the grinding rolls and bull ring segments over stipulated period of pulveriser operation i.e. 20000 hrs., the Contractor will be required to supply the same without any cost implication to the Owner. Pulveriser components which are not required to undergo design/material change for installation and fitment, commissioning, operation, grinding process optimisation and/or achievement of guaranteed wear life of wear part offered by the Bidder during stipulated period of 20000 hrs., shall, however, be replaced by the Owner as per past established maintenance practice**.** the contractor will be required to components which are not required to undergo design/material change for installation and fitment, commissioning, operation, grinding process optimization and/or achievement of guaranteed wear life of wear parts offered by the bidder during stipulated period of 20000 hrs. shall however, be replaced by the owner as per past established maintenance practice. The delivery schedule of wear parts shall be considered to be completed by the contractor only on such date when all the wear parts (all sets of grinding rolls and bull ring segments) are supplied with adequate quantity of above mentioned additional mill components so as to last for 20000 hrs of pulveriser operation for each pulverizer.

4.1.0 The scope of supply of contract shall include supply of mill wear parts, that is set of grinding rolls, set of bull ring segments and additional mill components (refer Note 1 and Note 2) for 10 numbers of coal pulverizes such that these wear parts are compatible with each other.

Note 2: Together three nos. grinding rolls required for one pulveriser shall form "one set of grinding rolls" and bull ring segment quantity required for one pulveriser shall form "One set of bull ring segments". The required quantity of additional pulveriser components (as per note 1) for entire period of guaranteed wear life of each set of grinding rolls and bull ring segments shall deemed to be included in scope of each set of grinding rolls/each set of bull ring segments and the price of these additional mill components shall deemed to be included in the price of respective sets of grinding rolls and/or bull ring segments.

4.2.0 The quantity of wear parts shall be such that 20000 hrs (Twenty thousand hrs.) of operation of each mill can be achieved with pulveriser capacity not less than 90% of its maximum capacity at rated fineness (refer note 3) for the specified range of coals. The bidder shall guarantee for life of each type of wear part (i.e. grinding roll and bull ring segments) and this guaranteed life of respective wear parts shall be the basis for calculating the quantity of wear parts. The guarantee for wear parts life shall be in accordance with the guarantee requirement specified in subsequent sections.
Note 3: The rated fineness not be less than 70% thru 200 mesh.

4.3.0 In the bid proposal for bidder is required to offer the wear parts in such quantities that the cumulative wear life (based on guarantee provided by the bidder for wear life of wear parts) for each type of wear part (i.e. grinding roll and bull ring segments etc.) is not less than the number of hours resulting from multiplication of "number of coal pulverisers for which wear parts are being procured" x "20000 operating hrs.". The required quantity/sets of wear parts shall be arrived at by rounding off the fractional part of the set to next higher whole number.

4.4.0 The wear life guarantee for each set and type of wear parts shall be from within the range of 2500 hrs. – 10000 hrs. and the quantity of wear parts shall be calculated based on guaranteed wear life from within above range only. An example for arriving at number of sets of wear parts for the purpose of bidder's quotation is given below at Table-1 :

Sl.No.	Description	Bidder A	Bidder B
1.	Number of coal pulverisers	8	8
2.	Guaranteed wear life of each set of grinding rolls	2500	7000
3.	Guaranteed wear life of each set of bull ring segments	2500	7000
4.	Number of sets of grinding rolls required to be quoted	20000x8/2500 = 64 Sets	20000x8/7000 = 22.8 i.e 23 Sets

5.0.0 Evaluation criteria

The bids guaranteeing wear life less than 4000 hrs. will not be considered for evaluation and shall be rejected. Further, no evaluation credit will be given for guaranteed wear life in excess of 10000 hrs.

The evaluation of the bids shall be based on the total price of (a) sets of bull ring segments and (b) sets of grinding rolls quoted by the bidder in accordance with the clause 4.0.0 "scope of the proposal". Any additional component required as per note-1 will be deemed to be included in the total quoted price of wear parts (i.e. grinding rolls and bull ring segments).

6.0.0 Material of construction.

The material of construction of wear parts shall be selected taking into account highly abrasive nature of coal resulting from coal contamination with silica sand and alpha-quartz. The coal and ash data is specified elsewhere in the specification and same shall be considered for selection of wear part material and offering guarantee for wear life.

Sl.No.	Name of wear part	Material
1.	Bull ring segments	Ni hard, high chrome
2.	Grinding rolls	Ni hard, high chrome carbide insert

Note : The Ni-hard rolls shall be manufactured using centrifugal casting method.

The materials selected by the contractor for the mill wear parts and additional mill components (if required) must have been used satisfactorily in at least six (6) numbers of coal pulverisers having similar or higher rated capacity.

7.0.0 Coal characteristics

The range of coal and ash characteristics which is likely to be supplied to the mills is enclosed at Annexure-1. Bidder is requested to familiarize themselves with the detailed coal and ash characteristics, if required.

The material of construction of wear parts shall be selected taking into account highly abrasive nature of coal resulting from coal contamination with silica sand and alpha-quartz. Bidders shall consider the effect of these shale, sand stone and alpha-quartz content for offering guaranteed wear life of mill wear parts.

8.0.0 Guarantees

The quantity of wear parts shall be such that 20000 hrs. of operation each mill can be achieved.

The bidder shall guarantee the wear life and the fitment of the wear parts in the existing mills and furnish these guarantees in Schedule-1.

8.1.0 Guaranteed wear life – The wear parts, i.e. each set of grinding rolls and each set of bull ring segments shall be guaranteed for wear life in number of hours of mill operation with mill capacity not less than 90% of its maximum capacity at rated fineness for the specified range of coal during this period.

8.1.1 The guarantee of wear life shall be provided for each type of wear part separately (i.e. grinding rolls and bull ring segments). The guaranteed wear life for each set of grinding rolls and each set of bull ring segments shall be from within the range of 2500-10000 operating hours of mill (with mill capacity not less than 90% of its maximum capacity at rated fineness for the specified range of coals). Bidders offering wear life guarantee less than 2500 operating hours shall not be considered for evaluation. Further, bidder's offering wear life guarantee higher than 10000 operating hours shall not be given any evaluation credit beyond 10000 hrs. The guaranteed wear life of set of bull ring segments shall be in multiples of wear life guaranteed for set of grinding rolls (i.e. if wear life of set of grinding rolls is guaranteed as 2500 hrs or 5000 hrs.). The material and design of additional mill components shall be so selected by the contractor that their replacement coincides with the replacement of set of grinding rolls and/ set of bull ring segments.

8.1.2 The mill wear part guarantee shall be valid for complete range of coal and ash characteristics specified in this specification. No correction in guaranteed wear life shall be allowed within the above range of coal and ash characteristics. However, for variation in YGP index of coal beyond the specified range the bidder may submit the correction curve indicating change in wear life w.r.t. YGP index, along with the bid. The correction curve shall be subject to owner's approval.

8.2.0 Wear Part Warrantee: The bidder shall guarantee the wear life of wear parts in number of mill operating hours (refer note 4). The guarantee/warrantee on wear life shall be demonstrated on all the pulverisers.

Note 4 : Operating hours of mill for the purpose of wear part warrantee are defined as hours of mill operation at or near to its maximum capacity but not less than 90% of maximum mill capacity at mill fineness not less than 70% thru 200 mesh.

8.3.0 Demonstration of pulveriser wear part guarantee :-

8.3.1 The guarantee/warrantee for the life of mill wear parts shall be demonstrated by the contractor during the guarantee trial period (GTP). The GTP shall commence after successful operation of the pulveriser is established continuously for a period of not less than 12 hrs. at or near to its maximum capacity and fineness not less than 70% thru 200 mesh with the newly installed wear parts. The GTP shall end as soon as first set of grinding rolls and first set of bull ring segments have completed their actual wear life or the guaranteed wear life (whichever is earlier) in first four pulverisers.

However, in case the wear parts are supplied in more than one lot, Wear part guarantee demonstration as per the above, shall be repeated for each lot of wear parts.

8.3.2 Each type of wear part (i.e. set of grinding rolls and set of bull ring segments) shall be considered to have completed their guaranteed/warranted wear life when during GTP the first set of these parts has successfully demonstrated their capability to achieve at least 90% of the maximum pulveriser grinding capacity (at pulverized coal fineness not less than 70% thru 200 mesh) during the guaranteed wear life of wear parts. In case the capacity of the pulveriser falls by more than 10% and/or pulverized coal fineness falls below 70% thru 200 mesh necessitating replacement of particular type of wear part (i.e. set of grinding roll and/or set of bull ring segments) to restore the capacity and/or fineness, the wear (set of wear parts) part shall be deemed to have the GTP at following intervals, viz (i) at commencement of GTP (ii) at completion of 25% of guaranteed wear life of grinding rolls (iii) at completion of 75% of guaranteed wear life of grinding rolls and (iv) at the end of wear life of grinding rolls. In case the wear life of set of bull ring segments is guaranteed more than the guaranteed life of grinding rolls the capacity test on mill shall continue for second set of grinding rolls as per Sl. No. (ii), (iii) and (iv) above until the wear life of bull ring segments is achieved.

8.3.3 Further, in case any of the wear parts has worn out to such an extend that either the normal or safe operation of the pulveriser is jeopardized if this part is not replaced/repaired or continuous use with this part may lead to exposure or wear of other parts which are not meant for the purpose of checking the shortfall in wear life, even if there is no reduction in pulveriser rated capacity or fineness, then the part shall be deemed to have outlived its wear life.

8.3.4 Average wear life during GTP to be considered for pulveriser wear part warrantee shall be arrived at from the station record for each pulveriser and as corrected for variation in YGP index is applicable only when the average YGP index falls beyond the range as indicated in Annexure-II for coal characteristics. For this purpose the coal YGP shall be the average tested value during GTP. The coal samples shall be collected periodically (the frequency of sampling shall be mutually agreed between owner and contractor). The YGP index testing shall be done as per the BS standard. A jointly signed record shall be maintained during GTP.

8.4.1 Liquidated damage for shortfall in guaranteed/warranted wear life :

8.4.2 Liquidated damages shall be levied for shortfall in wear life of wear parts for each type of wear part separately. For the purpose of ascertaining the wear life achieved following method shall be adopted.

8.4.3 The wear life of set of grinding rolls and set of bull ring segments shall be recorded for all pulverisers. The average wear life of first sets of grinding rolls and bull ring segments in four pulverisers (in which the wear parts have completed their wear life earlier than other pulverisers shall be considered as wear life achieved by that type of wear part. Table-II below gives an example of how the wear life is to be calculated for the purpose of establishing compliance to guaranteed wear life and levying liquidated damages in case of shortfall.

Table-II

Sl.No.	Description	Guaranteed wear life	Life achieved for first set of grinding rolls/bull ring segments/vane wheel assembly					
			Mill 1	Mill 2	Mill 3	Mill 4	Mill 5	Mill 6
1	1st set of grinding rolls, hrs.	2500	3500	2600	2650	2550	2625	2450
2	Set of bull ring segments*	2500	3500*	2600*	2650*	2550*	2625*	2450*

Note (*) As the set of bull ring segments are required to be guaranteed for wear life in multiples of operating hours guaranteed for set grinding rolls the replacement of bull ring segments shall be at the time or replacement of one of the sets of grinding rolls.

Table-II Shows life of first set of grinding rolls achieved in six mill of one unit. As per records in mill nos. 6, 4, 2 and 5 of the first set of grinding rolls have completed their wear life earlier than others (in terms of time from installation of wear parts). Therefore, for the purpose of establishing the wear life achieved by the set of grinding rolls average of life achieved in mills 6,4,5 and 2 shall be considered (i.e. (2450+2550+2625+2600)/4 = 556 Hrs.

8.4.4 In case the wear parts do not fulfill the guaranteed wear life the credit shall be proved at the end of GTP to the employer at the rate of one and a half times the shortfall worked out for each set of grinding rolls and each set of bull ring segments. For example should a wear part set has a price of Rs. 10000 (Rupees ten thousand) and the wear life guaranteed for the wear parts 6000 hrs. When the set of wear parts which fail to meet the warrantee test lasts only 4000 hrs. out of guaranteed 6000 hrs a credit of Rs. (10000 x 1.5 x 2000)/4000 = Rs. 7500 would apply towards the owner, for each set of wear parts. This credit shall apply to all wear parts by multiplying the credit per set of wear part with total number of wear part sets and shall be considered as liquidated damage for shortfall in wear life. The wear part credit shall be worked out separately for grinding rolls and separately for bull ring segments.

8.4.5 At the end of GTP if it is found that any of the wear parts viz. grinding rolls and/or bull ring segments have achieved life of 50% or less than the guaranteed wear life the contractor shall replace the wear parts free of cost and commence the GTP again till such time the wear parts are able to achieve wear parts life higher than 50% of wear life. For wear life between 50% and 100% the liquidated damages as described above shall apply.

8.4.6 In case the wear parts are supplied in more than one lot the liquidated damages as per the above shall be levied for each lot of wear parts

8.5.0 Fitment guarantee

8.5.1 Fitment of the supplied material in the identified pulverisers is the responsibility of contractor and same shall be guaranteed by the bidder. In case it is found that the supplied material (wear parts) do not fit into the pulveriser and/or the normal and safe operation of the pulveriser cannot be sustained with the supplied wear parts during the GTP, the contractor shall within one week supply fresh lot of modified wear parts (not less than 25% of the quantity) to replace the wear parts which have failed in fitment and/or have restricted normal/safe operation of pulverisers. The balance sets of such wear parts shall be supplied within one month. In case the normal/safe operation is jeopardized due to wear of grinding rolls and bull ring segments the same shall be considered under the guarantee for wear life and not under fitment guarantee.

9.0.0 Quality assurance and inspection

9.1.0 Bidder shall provide the necessary information on quality assurance program containing the overall quality management and procedures, which the bidder proposes to follow during various stages of manufacturing of the specified wear parts. The contractor shall also submit a detailed manufacturing quality plan in the format enclosed at schedule-II detailing out the tests/checks carried out by the manufacturer, during various stages of manufacturing, for NTPC approval. The quality plan shall be accompanied with all the plan standards, reference documents, acceptance norms, procedures and specifications. The indicative tests/checks, which shall necessarily form part of the quality plan, are as follows :

i. Chemical composition and heat treatment.
ii. Mechanical properties and measurement of hardness.
iii. Wear resistant parts shall be UT/RT tested to check soundness after suitable heat treatment. In case of bi-metallic castings, UT shall be carried out for ensuring the proper bonding.
iv. Metallurgical test : Micro-structure examination will be carried out on samples selected at random.
v. Surface defects of the wear resistant parts shall be examined by DPT.
vi. To ensure proper fitment at site each grinding roll shall be subjected to blue-matching check for proper bore surface contact. In case of bull ring segment trial assembly shall be carried out for each set on the test bowl.
vii. Weldments on any other mill component shall be checked with suitable NDT.

9.2.0 The approval quality plan shall indicate NTPC witness points (customer hold points) for which the contractor shall give 15 days inspection advance notice for undertaking inspection.

Schedule-I : Guarantee declaration, Schedule-II : Technical data sheet
Schedule-III : Information regarding quality assurance plan, Schedule-IV : Schedule of rates and prices, Schedule-V : Delivery schedule

NTPC Limited

(A Government of India Enterprise)
Kahalgaon Super Thermal Power
NOTICE INVITING TENDER (NIT)
FOR
Supply of High Performance Grinding Roll and Bull Ring Segments for Bowl Mill XRP-1003 of Stage-II of KhSTPS.
(Domestic Competitive Bidding)

NIT No: 40079705 **Date:22.08.2017**

1.0 NTPC invites on-line bids from eligible Bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter:

2.0 Brief Details

NIT No.	40079705
NIT Date	22.08.2017
Document Sale Commencement Date & Time	25.08.2017 09:00:00
Document Sale Close Date & Time	08.09.2017 17:30:00
Source of IFB/NIT	Kahalgaon Super Thermal Power
Contract Classification	Equipment Supply
Last Date and Time for Bid submission	29.09.2017 17:30:00
Technical Opening Date & Time	06.10.2017 15:30:00
Bid Opening Date & Time	06.10.2017 15:30:00
Cost of Bidding Documents in INR	5,310.00
EMD in INR	1449000.00
Pre-Bid Conference Date & Time (if any)	
Last Query Date (if any)	15.09.2017

3.0 Bid Security and Integrity Pact (if applicable) shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security and Integrity Pact (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

4.0 A complete set of Bidding Documents may be downloaded by any interested Bidder on payment (non-refundable) of the cost of the documents as mentioned above in the form of a crossed account Payee demand draft in favour of NTPC Ltd., Payable at KAHALGAON or directly through the payment gateway at our SRM Site (https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart). For logging on to the SRM Site, the bidder would require vendor code and SRM user id and password which can be obtained by submitting a questionnaire available at our SRM site as well as at NTPC tender site (www.ntpctender.com). First time users not allotted any vendor code are required to approach NTPC at least three working days prior to Document Sale Close date alongwith duly filled in questionnare for issue of vendor code and SRM user id/password.

5.0 Brief Scope of Work & other specific detail

Supply of High Performance Grinding Roll and Bull Ring Segments for Bowl Mill XRP-1003 of Stage-II of KhSTPS.

6.0 Prospective bidders from U.P. State are compulsorily required to provide TIN number at the time of purchase of bidding documents.

7.0 Qualifying Requirements for Bidders:

Qualifying Requirements for High Performance Grinding Roll and Bull Ring Segments for Bowl Mill XRP-1003 of Stage-II of KhSTPS.

In addition to the requirements stipulated in Section ITB (Instructions to Bidder), the bidder should also meet the qualifying requirements stipulated hereunder:

1.1 The bidder should be a regular manufacturer of vertical type coal Pulverisers and should have supplied such coal Pulverisers to at least two(2) coal fired units, each of 200 MW or higher capacity, located at two(2) different power stations and which are in successful operation for at least two (2) years prior the date of techno-commercial bid opening with the same type of grinding rolls (centrifugally cast Ni-hard type or carbide insert type or weld overlay/high chrome type rolls, using one or more grinding roll sets) as offered by the bidder.

Or

1.2 a) The bidder should be a regular manufacturer of the type of grinding rolls (centrifugally cast Ni-hard type or carbide insert type or weld overlay/high chrome type or sintered cast type rolls) offered by him and should have supplied at least one hundred fifty (150) nos. of 50 (fifty) inch or higher size such type grinding rolls and 50 sets of bull ring segments for XRP/Raymond Bowl type of coal pulveriser during last three years prior to date of techno-commercial bid opening.

AND

b) Bidder should either himself or through a company/agency in which he has controlling stake, own following manufacturing and testing facilities for use by the bidder for manufacturing of the grinding rolls, (Bidder to furnish proof of ownership of the facilities along with his bid).

Manufacturing Facilities:

i) Induction/Cupola/Induction Arc furnace for melting iron one (01) MT.
ii) Machining facilities for inside bore.
iii) Centrifugal casting machine to accommodate grinding rolls of over one thousand two hundred (1200) Kg (In case bidder is offering Ni-hard rolls).

Testing Facilities :
i) Testing chemical composition.
ii) Magnetic particle testing machine.
iii) Hardness testing machine.
iv) Ultrasonic testing machine to check tread to core bond
v) Micro structure testing
vi) Ultrasonic machine to check tread thickness.
vii) Inside micrometers to check inside taper measurement.
viii) Spectrometer/Spectrogram.

OR

1.3 The bidder should be a regular manufacturer of grinding rolls for vertical type coal Pulveriser and should have supplied at least 50 (fifty) nos. of grinding rolls and seventeen sets of bull ring segments for vertical type coal Pulveriser and should have an ongoing collaboration/license agreement with a manufacturer who meets the qualifying requirements as stipulated at 1.2(a) above. In such a case, the bidder along with his collaborator shall furnish a deed of joint undertaking (DJU) for successful performance of the grinding rolls offered by him. Further bidder should have manufacturing and testing facilities as per 1.2(b) above and shall offer only the type of grinding rolls (i.e. centrifugally cast Ni-hard or carbide insert type or weld overlay/hi-chrome type or sintered cast type rolls) for which his collaborator is qualified.

2.0 Average annual financial turnover of the bidder during preceding three (03) financial years prior to the date of techno-commercial bid opening shall not be less than Rs.724.33 lakhs.

3.0 Intending bidder must have experience of having successfully executed supply of vertical type coal pulveriser / grinding elements for coal mills during last seven (7) years prior to the date of techno-commercial bid opening with either of the following:

a) One order costing not less than Rs. 579.46 lakhs.

b) Two orders each costing not less than Rs. 362.16 lakhs.

c) Three orders each costing not less than Rs. 289.73 lakhs.

Notes:
a. Bidder who meets the requirement of any of the first 3 clause (namely clause 1.1 or clause 1.2 or clause 1.3) and clause 2.0 & 3.0 shall stand to be qualified for the present job.

b. Other income shall not be considered for arriving at annual turnover.

c. In cases where audited results for the last financial year as on the date of the Techno-Commercial Bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Charted Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.
Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying that financial parameters is not available.

d. The word #executed# mentioned in clause 3.0 means that the bidder should have achieved the criteria specified in clause 3.0 with ANY of the following conditions:
Case-I: The work/order is started earlier (prior to the period stipulated in Clause3.0) but completed within the stipulated period as mentioned in clause 3.0. In such cases, entire executed quantity of the relevant work vide that work order shall be considered for evaluation.
Case-II: The work/order is started and completed within the stipulated period as mentioned in clause 3.0.
Case-III: The work/order is started within the stipulated period as mentioned in clause 3.0 but not completed as on the last date of stipulated period. In such cases, "In Progress" executed quantity of the relevant work vide that work order as on the last date of stipulated period, shall be considered for evaluation.
(e) Any of the cases mentioned in Notes (d) and successful operation as per Clause 1.1 shall be supported by documentary evidence issued by the owner.

(f) Grinding Elements means Grinding rolls & Bull Ring Segments.

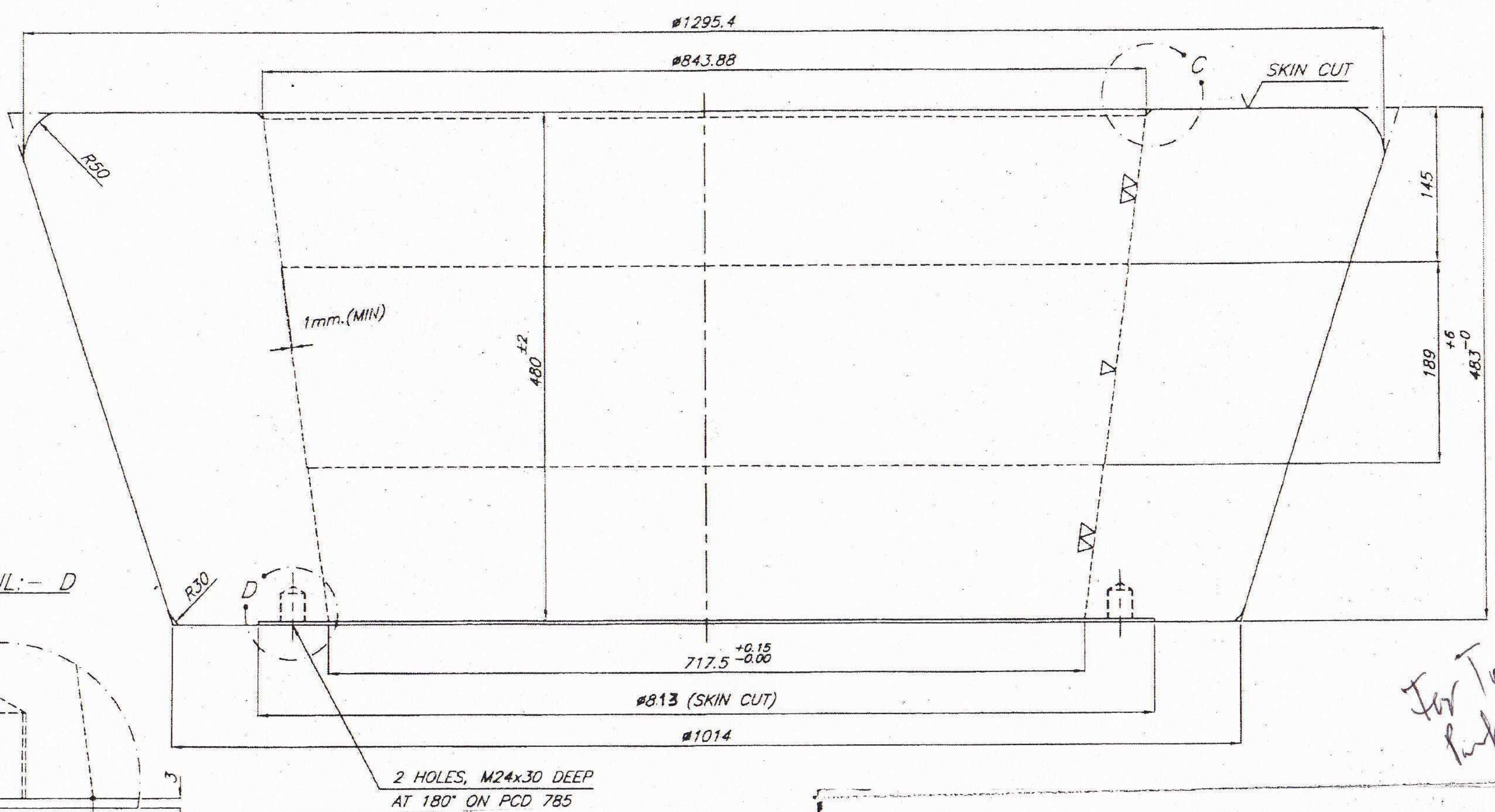
8.0 Issuance of Bidding Documents to any bidder shall not construe that bidder is considered qualified.

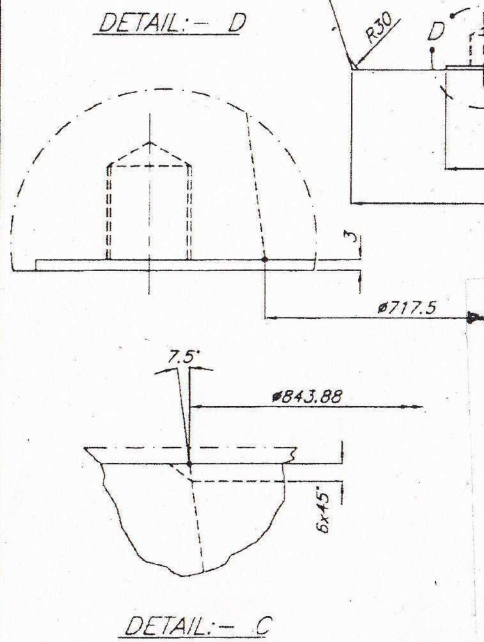
9.0 NTPC reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

10.0 Address for Communication

A.K.Sah
Sr.Manager(C&M)
Mob.: 9431600161
e-mail: aksah@ntpc.co.in
NTPC Ltd.,
Kahalgaon Super Thermal Power Project,
Kahalgaon - 813214
Bhagalpur (Bihar)
FAX : 06429-226644/226248

SRM Help Desk No.: 01204947444
Websites: https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart or www.ntpctender.com or www.ntpc.co.in





For Tender Purpose only

NATIONAL THERMAL POWER CORPORATION
KAMALGAON SUPER THERMAL POWER PROJECT
GRINDING ROLL FOR BOWL MILL XRP-1003 (50") (3X500 MW)
DRG NO. KhS/TC/SW/02/50/104

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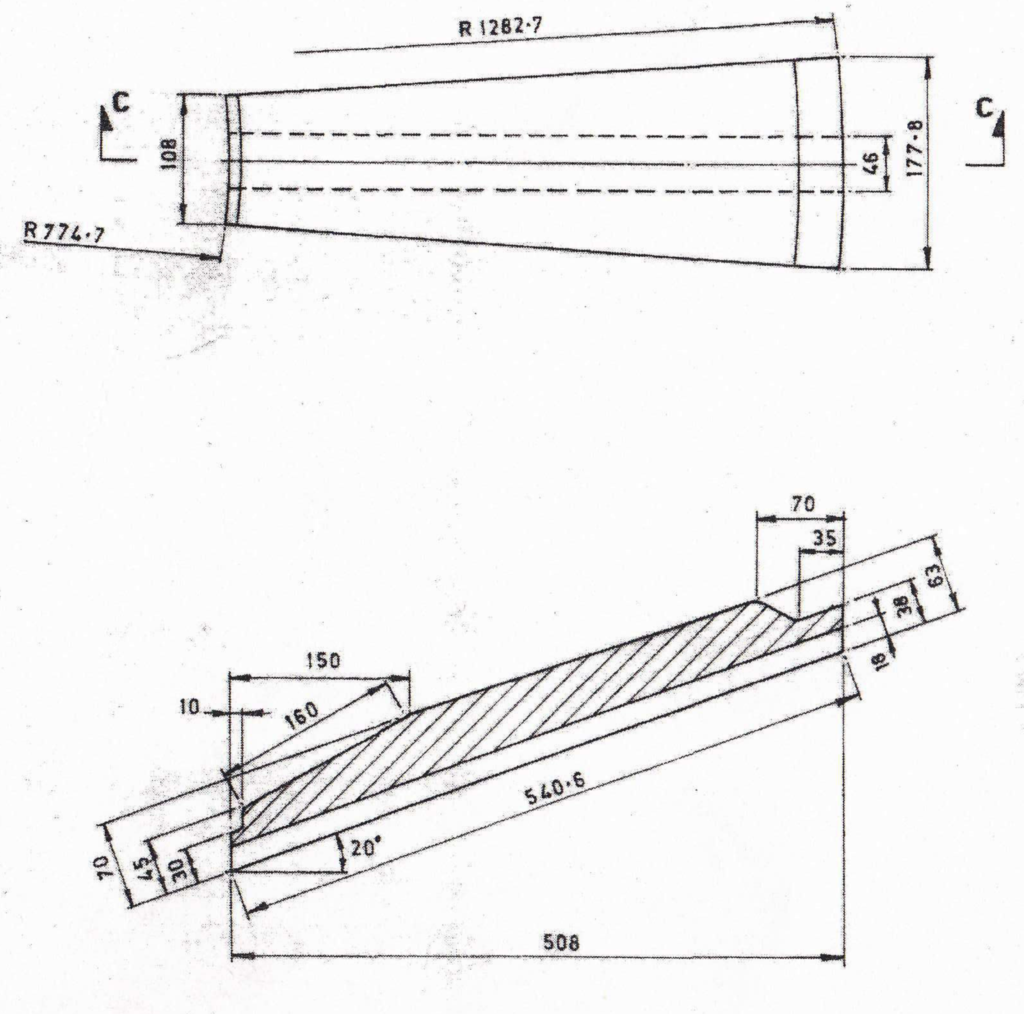

SECTION - C-C

NOTES :—

1. ALL DIMENSIONS ARE IN MM

2. EACH SET TO BE CHECKED FOR FITMENT IN CHECK BOWL AS PER VENDOR DRG. APPROVED BY NTPC

For Tender Purpose only

ALL DIMENSIONS ARE IN MM

NATIONAL THERMAL POWER CORPORATION			
KAHALGAON SUPER THERMAL POWER PROJECT			
BULL RING SEGMENT			
FOR BOWL MILL-XRP 1003 (3X500 MW)			
DRWN		SCALE 1 : 4	
CHKD		DRG. NO.	
APPD		KS/TC/S6/02/50/110	
DATE	07-01-94	SHEET 1 OF 2	

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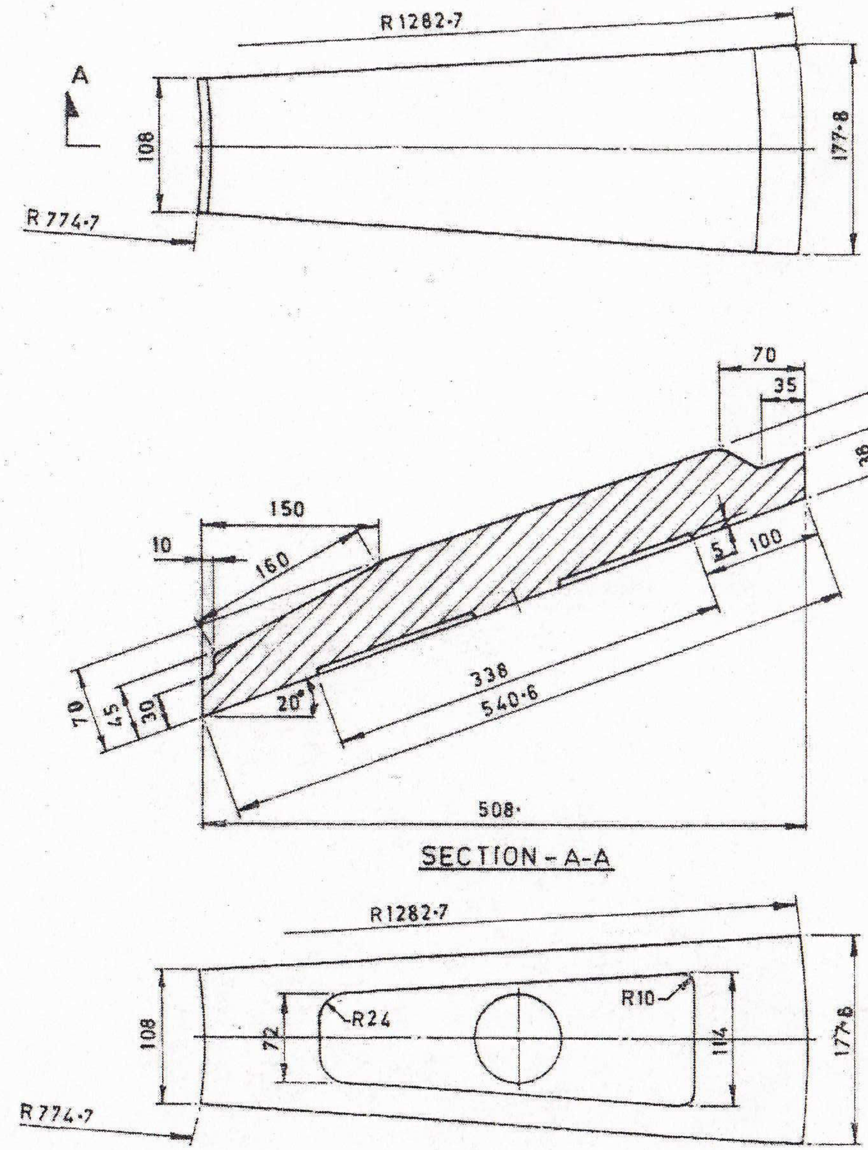

NOTES:—

1). ALL DIMENSIONS ARE IN MM
2). HEIGHT OF STUB OR BOSS MUST BE BELOW THE FINISHED SURFACE OF BULL RING SEGMENT.

For Tender Purpose only

REV.	DATE	APPROVED BY	SIGNATURE
01	22-08-05		

NATIONAL THERMAL POWER CORPORATION

KAHALGAON SUPER THERMAL POWER PROJECT

BULL RING SEGMENT

FOR BOWL MILL-XRP 1003 (3X500 MW)

DRWN		SCALE 1 : 4	
CHKD		DRG. NO. KS/TC/S6/02/50/110	
APPD			
DATE	07-01-94	SHEET 2 OF 2	

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एन टी पी सी लिमिटेड
(भारत सरकार का उद्यम)
NTPC Limited
(A Govt. of India Enterprise)
(Formerly National Thermal Power Corporation Ltd.)

Kahalgaon Super Thermal Power

Ref:**40079705**

Date:22.08.2017

BID SUBMISSION DATE:29.09.2017 :	**1730 Hrs.**
BID OPENING DATE:06.10.2017 :	**1530 Hrs.**

Attn.:
Dear Sir/Madam,

1.0 Please submit your most competitive offer online only for the subject package as per scope of work and terms & conditions given in bidding documents. Bidding Documents for the subject package are attached in C folder.

2.0 These documents are meant for the exclusive purpose of bidding against this package and shall not be transferred, reproduced or otherwise used for purposes other than that for which these are specifically issued.

3.0 The bidder may note that during the period the bids are under consideration, the bidder and/or their representative or other interested parties are advised to refrain from contacting, by any means, the Employer and/or his employees/representatives, on matters related to the bids under consideration and that if necessary to assist in the examination, evaluation and comparison of bids, the Employer may at its discretion obtain from bidder, clarification on its bid by requesting for such clarifications and response in writing.

4.0 It may please be noted that issuance of bidding documents to a prospective bidder does not construe that such bidder is considered qualified.

5.0 Bids may be submitted before closing date & time mentioned above.

Thanking you,

Yours faithfully,

For and on behalf of NTPC Ltd.

P.O. KAHALGAON STP KAHALGAON 04 813214

(A. K. Sah)

Encl.: as above

Item No	Item Text	Qty	Unit	Conditions
1	WEAR PART GRINDING ROLL SET=3NOS	29	SET	Basic Price,InlandTransportation,GST(%),Primary Pkg Charge
	HIGH PERFORMANCE GRINDING ROLL-50"(3PCS/SET). AS PER ENCLOSED TECHNICAL SPECIFICATION AND DRG. NO :KhS/TC/SG/02/50/104 FOR BOWL MILL XRP-1003 ,TO GIVE THE CUMULATIVE LIFE OF 20,000 RUNNING HRS FOR 10 NOS OF COAL PULVERISERS WITH MINIMUM GUARANTEED RUNNING HOURS OF 7500 HOURS PER SET. Others:- i) Fitment cum Interchangeability certificate to be submitted. ii) Guarantee certificate for 12/18 months from the date of use/supply ,whichever is earlier against any manufacturing defects or poor workmanship to be submitted. iii) QAP and Drawing to be submitted for NTPC approval. iv) PO may be placed to overall L1 bidder,considering value of Grinding Rolls and Bull Ring Segment both together.			
2	BULL RING SEGMENTS;COMPL SET=45PCS MILL	29	SET	Basic Price,InlandTransportation,GST(%),Primary Pkg Charge
	HIGH PERFORMANCE BULL RING SEGMENTS ASSEMBLY AS PER ENCLOSED TECHNICAL SPECIFICATION AND DRG. NO :KS/TC/SG/02/50/110 Sheet 1 of 2 and Sheet 2 0f 2 FOR BOWL MILL XRP-1003,TO GIVE THE CUMULATIVE LIFE OF 20,000 RUNNING HRS FOR 10 NOS OF COAL PULVERISERS WITH MINIMUM GUARANTEED RUNNING HOURS OF 7500 HOURS PER SET . Others:- i) Fitment cum Interchangeability certificate to be submitted. ii) Guarantee certificate for 12/18 months from the date of use/supply ,whichever is earlier against any manufacturing defects or poor workmanship to be submitted. iii) QAP and Drawing to be submitted for NTPC approval. iv) PO may be placed to overall L1 bidder,considering value of Grinding Rolls and Bull Ring Segment both together.			

NTPC Limited

[A GOVERNMENT OF INDIA ENTERPRISE] KAHALGAON SUPER THERMAL POWER PROJECT KAHALGAON – 813214, BHAGALPUR [BIHAR]
PHONE: 06429-226071/226248/226323. FAX: 06429-226644/ 226281/226248.

SPECIAL PURCHASE CONDITION/INSTRUCTIONS

Bidders are requested to read the following instructions carefully before submission of Bid-

1. Earnest Money Deposit (EMD):

Bidder must submit their offer along with requisite EMD, as indicated in the Tender Enquiry, in any of the following forms:

a) Pay Order / Cross Demand Draft / Banker's cheque in favour of NTPC Limited and preferably drawn on (a) SBI- CSTPPA Branch, Kahalgaon, Branch Code – 6949 or (b) on Allahabad Bank, NTPC Township Branch, Kahalgaon, Branch Code- 0211932.

If the instrument is drawn on banks other than the above mentioned two banks then collection charge will be deducted during refund of EMD.

b) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. (Note: Upon successful E-payment on the portal, an e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD).

b) Bank Guarantee (BG) from a Nationalized Bank / other Banks (as per NTPC approved list attached herewith vide **Annexure I).**BG should be submitted as per the standard proforma which is enclosed as **Annexure II**. BG should be irrevocable and should be operative till the validity of the offer plus invocation period of 3 months. BG should be submitted on the non judicial stamp paper value of which will be as applicable in Bihar or as applicable in the State in which the BG is executed, whichever is greater. **The BG should be on a non-judicial stamp paper of Rs. 1000/- 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. BG will not be accepted if the EMD value is upto Rs.20,000/-.**

If the EMD amount submitted by any agency is less than the stipulated EMD, their offer shall be rejected.

c) Small Scale Industries registered with the National Small Scale Industries Corporation shall be exempted from the payment of Earnest Money Deposit. Bidders seeking exemption of EMD should enclose a Photocopy of valid registration certificate preferably attested by Gazetted Officer/ Magistrate 1st class, giving details such as validity, stores and monetary limits, failing which they run the risk of their tenders being passed over as ineligible for this concession. SSI units Registered in the State of Bihar are also entitled for exemption of EMD.

d) Offers not accompanied with EMD (or not accompanied with the proof of eligibility towards exemption of EMD as stated at 1c) above) shall be rejected.

e) The earnest money will be liable for forfeiture i) on revocation of tender before the expiry of validity of the Bid or ii) on failure of execution of Purchase Order placed in cognizance of the Bid.

2. Submission of Bid Security (EMD)/NSIC or any other valid document seeking exemption of Bid Security:
The Bid Security (EMD)/NSIC or any other valid Document Seeking exemption of Bid Security should preferably be sent by Registered Post/ speed post. Intending bidders are advised to post their Bid Security (EMD)/NSIC or any other valid document seeking Exemption of Bid Security well in advance so as to reach us before due date & time of bid opening. Otherwise their bids shall be rejected.
This will supersede any clauses regarding Bid Security/EMD submission deadline mentioned anywhere else in the bid document /system.

3. Submission of Price Bid: The Bid to be submitted considering the following points to be noted by the bidders while quoting:

I. Freight
a) Vendor should quote on FOR destination (NTPC Stores Kahalgaon) basis, **clearly indicating freight component separately (excluding transit insurance).** For transit insurance, please refer clause 9.
b) Otherwise, Freight Charges will be loaded for evaluation of the bids as shown below:
Freight upto 300 Kms: @2%
301 Km to 500 Km: @3%
501 Km to 1000 Km: @4%
Above 1001 Kms: @5%
However, in case of supplies of material is on weight basis e.g. bulk chemicals, steel etc. The loading on the basis of the actual freight as per transportation contract shall be done.
Bidder should give packing size and weight of the offered material.
c) **Transporter**: If the price quoted is on Ex-W orks basis and transportation is not done by the bidder then the material must be dispatched through authorized transporter of NTPC on freight to pay basis. Transportation other than NTPC authorized transporter is not permissible. If price quoted ex-works basis then material shall be handed over to our authorized transporter godown, in case of part consignment.
II. Taxes & Duties
a) The bidder shall indicate break-up of Excise duty and other Taxes & Duties, as applicable seven (7) days prior to last day of submission of bid.
b) In case of the bidder stipulates Excise Duty 'as applicable at the time of dispatch' and / or specifies that 'Present rate of Excise Duty is NIL or ___ %', the offer shall be evaluated considering the maximum rate of ED applicable for the product as per Excise Tariff of Government of India or as evident from other bids received in the tender.
However the liability of NTPC shall be as per actual ED applicable at the time of dispatch, subject to production of Excise Invoice. Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED rate, if any due to delay in supply beyond the contractual delivery period shall not be payable by NTPC. However, the benefit of any decreases in ED shall be passed on to NTPC.
c) 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 contract, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.
d) Form C required for concessional rate of sales tax will be issued by NTPC, wherever applicable.

4. The price quoted by bidder shall be exclusive of entry tax. Bid evaluation shall be done based on prevailing entry tax rates as on seven days prior to the date of bid opening. Entry Tax as applicable on the materials shall be paid directly by NTPC Ltd. to the tax authorities.

5. Determination of Responsiveness: The Owner will determine whether the proposals are substantially responsive to the bidding document and their proposals is complete.

Prior to the detailed evaluation, the owner will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is-

(i) That effects in any substantial way the scope, quality or performance of the contract,

(ii) That limits in any substantial way, inconsistent with the bidding documents, the employers right or the successful bidder's obligation under the contract,

(iii) Whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids, or

(iv) Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.

6. Meeting the Specification and Terms & Conditions:

Offer should be strictly as per the specification/ drawing/ Quality requirement/ samples as spelt out in the enquiry.

<u>Bidder has to submit along with their offer the Quality Plan as per our Format / acceptance of Our Quality Plan as stipulated in the Tender Enquiry.</u>

Samples shall be submitted with the offer wherever asked for and it is to be noted that they shall only be supplementary to the specification and would not supersede the specification. Samples are relied upon solely to describe attributes that are not quantifiable like colour lustre, feel etc. Tenderers shall submit samples freight paid, through registered post/ parcel/ road transport and should ensure that samples reach NTPC within the stipulated date and time. No cognizance will be given to such samples which are received after the specified date and time.

7. Payment terms: Our standard terms of payments are 100% within 30 days of receipt and acceptance of the materials at our stores. In case of any deviation in payment terms loading for interest on the advance payment shall be considered, as applicable.

8. Tenderer should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation, the tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period shall commence from the date of Telex/ Fax of Intent/ Letter of Intent/ Purchase Order, whichever is the first intimation of acceptance of vendor's offer. Final dates of delivery shall be the date of despatch of materials evidenced by the relevant Goods Receipt Note (GR). Wherever stage inspection and or pre-despatch inspection is involved, the vendor shall take into account 21 days notice to NTPC for deputing the Inspector. The delivery period shall be inclusive of the time taken for such inspection. For delays beyond the contractual delivery period, provisions of NTPC General Purchase Conditions shall apply.

9. Transit Insurance: Transit insurance will be arranged/borne by NTPC against Open Marine Policy.

10. In case of imported items, the successful bidder has to submit the following in addition to other documents:

i) **Country of Origin certificate** issued by Chamber of Commerce of that country

ii) **Bill of Entry/Lading.**

11. NTPC reserves the right to accept or reject any/ all offers without assigning any reason thereof.

12. Order placed as a result of this enquiry, shall be subject to the purchaser's General Purchase Conditions.

13. Make/ Brand of the item offered shall be specified failing which offers are liable for rejection. One copy of detailed descriptive literature/ pamphlets shall be enclosed along with the offer.

14. If the tenderer is on DGS & D Rate Contract for enquired items, a copy of the same should be enclosed along with the offer.

15. The quoted rates must be firm till the complete execution of the contract and must be valid for a period of 180 days for open tender/import cases and 90 days for other cases (ST/LT), from the date of opening of tenders for placement of order.

16. In the event of an order, if asked for, the successful tenderer shall furnish a Performance Bank Guarantee as per the NTPC standard format @10% of order value from Enlisted Bank, valid for a period of three months beyond the expiry of warranty period. In case of any deficiency found during this period the same shall be repaired/ rectified/ replaced free of cost.

17. The bidder should furnish reference of similar equipment supplied in the past along with the purchase order number and date etc. and performance certificate, if any.

18. In case the material offered is of ISI mark/ tested at any Govt. recognized test house, copies of relevant test certificate should be enclosed with the offer.

19. In case any clause is not acceptable to the tenderers, the same should be specifically brought out in the bid with a categorical confirmation that all other clauses are acceptable to the bidder. If no mention is made in this regard, it shall be presumed that all the clauses mentioned herein above are acceptable to bidder.

20. NTPC at its sole discretion can change the quantity to the extent of +/-20% as indicated in the NIT, unless otherwise specified. The bidder would be bound to supply these quantities on the same terms and conditions of price and delivery.

21. Bidders should note that the exchange rate applicable on the BOD shall be considered for Evaluation Purposes in case offers are submitted in foreign currency.

22. Evaluation of offers shall be done item wise, if not mentioned otherwise in the tender as a precondition, and vendor will be bound to execute purchase order for such items.

23(a) Bidder should quote rates in the fields provided in Item Data _ Conditions. Other terms & Conditions/deviations if any should be mentioned in 'C' folder separately. However adverse loading will be done for any discrepancy/ deviation found elsewhere in SRM Bid.
(b) For the procurement of services or supplies where splitting of quantity is not possible, the award shall be made as follows:
i) Award shall be given to L1 bidder if L1 bidder is MSE.
ii) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking(starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award for full quantity shall be placed on the MSE vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
iii) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

24. Bidder should submit guarantee/warranty certificate for a period of 18/12 months from the date of dispatch/use, whichever is earlier, against any manufacturing defects/bad workmanship, etc.

25. Bidders may please note that this "Special Purchase Condition/ Instructions" shall supersede the conditions mentioned in the "Standard Tender Documents"

26. Jurisdiction of Court for settlement of Disputes

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Bhagalpur and only the said Court(s) shall have jurisdiction to entertain and try and such action(s) and/or proceeding(s) to the exclusion of all other Courts.

27. BANNING POLICY

POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS:-

The Employer has in place of Policy for withholding and Banning of Business Dealings as enclosed at Special Purchase Conditions (SPC) 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 withholding and Banning of Business Dealings."
"Annexure-III: Declaration on Policy for withholding and Banning of Business Dealings"

The acceptance of above is an attribute of the online Bid invitation and the Bidders are required to confirm acceptance of the Banning Policy on line as per format enclosed at Annexure-III placed in the document named as Banning Policy. Only after acceptance of the above condition the bidder shall be allowed to submit bid.

That if at any point subsequent to award of contract, the declarations given above at Annexure-III 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 (EMD)/Performance Bank Guarantee.

electronic tendering
e-procurement (SRM)

Volume-I
Section-I

Instruction to Bidders .. "e"_ tendering

	ITB – e tendering
Sl.no	**Contents**
1	Introduction
2	Enrollment Procedure.
3	Technical Settings Required.
4	How to obtain Digital Certificate ?
5	How to access the Tender ? URL .. (web site address)
6	How to Log On ?
7	Pre-requisites to submit tenders on line.
8	How to download Tender Documents ?
9	Clarifications on bidding documents.
10	Submission of a Earnest Money Desposit (EMD) and other documents off line.
11	Bid Preparation.
12	Submission of Bid on line.
13	Opening (Downloading) of Bids.
14	Expiry date
15	Help line
Form A	Form A for New Vendors
Form B	Form B for Existing Vendors

INSTRUCTIONS TO BIDDERS for e-tenders		
1.0	**Introduction**	NTPC has implemented SAP ERP application and is adopting internet based electronic tendering through its SRM module. Bidders are required to enroll themselves on the NTPC e-Tendering portal to participate in any tender. The following section outlines the procedure for 'Vendor Enrollment'
2.0	**Enrollment Procedure**	**Bidders are required to have a User ID & password for accessing NTPC e-Tender site. (Vendor may change the password subsequently.)** **Obtaining User Id & password to access NTPC's e-Tender site** **A. For NEW VENDORS :** If you are not a supplier of NTPC, and interested in participating in e-Tenders in NTPC, please use Form A. NTPC eTender Form A.doc **Form A-New Vendor** (prospective) **Note:** Please double click on the icon on left side to download the form. The form may be filled in and submitted to the package - in - charge for vendor replication in SRM in NTPC.
		B. For EXISTING VENDORS : If you are already a supplier of NTPC, and interested in participating in e-Tenders of NTPC, please use Form B. NTPC eTender Form B.doc **Form B -For Existing Vendors:** **Note:** Please double click on the icon on left side to download the form. Please tick the appropriate box in front of vender code to indicate whether the vendor code given is Pre-ERP or Post ERP. The form may be filled in and submitted to the package - in - charge for vendor replication in SRM in NTPC. **C. PAYMENT OF TENDER FEE (Cost of Bid documents) :** For open tenders only : Tender fee *(i.e. cost of bid documents)* can be *paid* through DD or payment Gateway. In case the payment is opted through DD, *it* should be in favor of "NTPC Ltd" payable at the ordering location mentioned in the Bid invitation. *Vendors registered with NSIC and SSI units of the respective state are exempted from payment of Tender fee.* Request for User ID & password may be sent through E-mail or manually to *the* Package in charge / Contact person as mentioned in the NIT/Bid Invitation.

3.0	**Technical Settings *required***	Following Technical Settings are required by the bidders for participating in e-bidding 1. **Web Browser**: Internet explorer ver 7.0 2. **Java:** To view some of the components, bidders are required to install Java Internet component JAVA TM(6) from: http://www.java.com/en/download/ manual.jsp 3. **Proxy**: If you are unable to access NTPC e-Tender site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port 443 and 8010 connectivity should be enabled on your proxy/firewall. Using Broad band without Proxy settings is another option and is strongly recommended. 4. **Pop-ups**: Pop-ups should be enabled on NTPC e-Tender URL and Bid Documents URLs. This is required to view Bid Invitation documents. 5. **Recommended Screen Resolution**: 1024 by 768 pixels. 6. **Internet Speeds**: If you are experiencing slow connectivity to NTPC e-Tender, then contact your system administrator/ (ISP) Internet Service Provider for desirable speeds. Also ensure that you are connected to the internet only through a broadband connection and not through LAN. 7. **Active-x controls**: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and Verification. 8. **Client SW/Component** : A client level Software is required. This is installed automatically, once you start working on NTPC's e-Tender. You need to ensure **that** you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop. 9. **Digital signature:** In order to bid for NTPC e-Tenders all the vendors are required to obtain a legally valid digital certificate ***(Class-IIIB with Company Name)***This is a third party software and is available from the agencies listed here under at 4.0
4.0	***How to obtain Digital Certificate ?*** Apply for a ***class III B*** **digital certificate**	As per Indian IT Act, Digital Certificates can be obtained from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (http://www.cca.gov.in/) **Steps for obtaining Digital Certificate** Visit the site of the licensed CA using internet browser.(http://www.cca.gov.in/) following are the issuing authorities 1. TCS http://www.tcs-ca.tcs.co.in 2. Safescrypt. http://www.safescrypt.com 3. Ncode. http://www.ncodesolution.com 4. MTNL http://www.mtnltrustline.com The designated individual who is authorized by your company to submit the bid / offer on line has to apply for **digital certificate of class III B with company's name** to any of the above issuing authorities with documents as required by them. Ensure the Digital Certificate is legally valid in India. For making payment for Digital Certificate and submission of documents required for issue of the Digital Certificate, follow the instructions on the website of the issuing authority to whom applied. Use the ***class IIIB Digital Certificate with company name*** thus obtained for online bidding on NTPC e-Tender site.

5.0	***How to access the tender***	Open Internet Explorer. To access SRM site, type the following web address (Uniform Resource Locator (URL): https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart ***SRM site can be accessed through NTPC Tender site also.*** To access NTPC Ltd. e-Tender site, please type the following web address : ***http://www.ntpctender.com/*** ***And go to etender site by using the link*** ***" click here" under " LOGIN (etender) "***
6.0	***How to Log on?***	Enter User ID and Password in the spaces provided for 'Users' and 'Password' in Log On screen and click 'Log On' button at the bottom of the Log on block. The password is used to validate your login credential. Please make note of it for future reference and maintain confidentiality. Your login on the e-Tendering portal can be operated by anybody in possession of the password. Therefore, it is an advisable practice to change your password at regular intervals.
7.0	***Pre-requisites to submit tenders on line***	In order to access NTPC e-Tender site , Bidders should have ❖ Valid User ID and Pass Word. ❖ **Class-III'B** digital Certificate, with Company Name ❖ Internet connectivity, with broadband. ❖ Tender Fee(Cost of tender documents), if applicable. In case, Bidder(s) is (are) seeking exemption from paying tender fee, they are required to have an exemption from Package - in - charge/ Contact person as mentioned in the Notice Inviting Tender (NIT) / Bid Invitation , by furnishing the documentary evidence (viz. MSE certificate as applicable). Bidder should fulfill other pre-requisites, if any, mentioned in the tender documents of the specific tender.
8.0	***How to Download Tender Documents?***	It is recommended that the bidder downloads various sections of the tender documents and study them carefully before starting preparation of the bid. The procedure for the same is as follows: ❖ Type the URL https://etenders.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart ❖ log in by using the user ID and Password ❖ Search the required NIT. ❖ Click on the NIT number. ❖ Click on the Document tab. ❖ Click on the Collaboration folder **(c_Folder)** and one by one, download the required section of tender documents. NOTE :- Bidders are advised to ensure that they have understood the NTPC Tender document and have fully downloaded the tender documents from **C_Folder** before choosing the option of Creating Bid Options
9.0	**Clarification on Bidding Documents**	Bidder(s) are advised to go through the Bidder's Manual available on line after opening the site : https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart Bidder can also send queries seeking clarifications through e-mail or in

		hard copy any time up to 7 days prior to last date for submission of bid. The queries will be answered by NTPC and posted in the c-Folder. The bidders can view all queries and all answers once they are posted in the c-Folder.
10.0	**Submission of Earnest Money Deposit (EMD) & other documents off Line**	Bidders who wish to submit their bids must send EMD in any of the modes as stipulated in "General Purchase Condition" in the Bid Documents. The bidders are requested to send the sealed envelopes well in advance so as to be received by the respective officer before the scheduled date of closing of submission of bids as described in the time schedule in Notice Inviting Tender, failing which the bid is liable for rejection. NTPC shall not be liable for loss/non-receipt/late receipt of EMD in postal transit. **Submission of EMD & other documents off Line :** The bidders are requested to send following documents in sealed envelopes well in advance so as to be received by the respective officer before the submission closing date and time of bids as described in the time schedule in NIT failing which bid is liable for rejection. ➢ EMD ➢ Authorization of Principle (OEM / OES / Manufacturer / etc.) * ➢ MSE certificate (if any) ** * Wherever Bid is submitted on behalf of the ***Principal*** to whom the tender enquiry has been issued, the certificate of Authorization as per format at Annexure-I to this document is to be submitted along with EMD. ** For exemption from submission of EMD as per General Purchase Condition (GPC), bidder shall have to submit Valid MSE certificate as per MSMED Act 2006, if applicable.
11.0	**Bid Preparation**	Bidders may refer to the enclosed **Bidders Manual** with screen shots for preparation of bids The major steps in preparation of bid are as follows: ❖ Read the NIT received along with the mail. ❖ Go to URL " https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart" or NTPC Tender site and click on the **e-Bidding** Tab. ❖ Enter the User ID and Password ❖ Go to "Process Bid" screen, showing the Main screen of the bid invitation of all the details of the Bid invitation and select the desired Bid invitation number. ❖ Go to "Information from Purchaser" tab to check other details of Bid invitation. ❖ Click on the collaboration folder **(C-Folder)** to access detailed Bid documents under various sub folders. ❖ Click on the Attribute Tab under General data Tab to check list of confirmations asked in the bid invitation and convey the required compliance, failing which bid submission may not be possible. ❖ Before preparing the bid, click on **"Register"** and **"Create"** tab ❖ Complete the bid forms in the bid preparation step as prescribed before the expiry date for "Bid Submission" in the time schedule displayed in the notice inviting tender.

12.0	**Procedure for bid Submission**	❖ While completing the bid forms make sure that the bid is digitally signed and submitted. ❖ Bids can be submitted by clicking on the "Submit" Tab and attaching relevant Digital Certificates. ❖ The status of the Bid can be checked for the "Process Bids" screen at any time after submission of the bid. **No deviation, whatsoever, is permitted by the Owner to any provisions of Bidding Documents.** **The acceptance of above is an attribute of the on line Bid Invitation and the Bidders are required to confirm acceptance of Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) on line as per format.** **Only after acceptance of the above condition the bidder shall be allowed to submit the bid.** ❖ In case any deviations, variations and additional conditions are found anywhere in the bid (Techno Commercial Bid & Price Bid) , the same shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, any where in the bid, failing which the Bid Security of the Bidder be forfeited.

12.1	**Submission**
	(up loading) of Bid.
		The vendor will submit their quotation online after carefully examining the document/conditions and the schedule of work.
		At any point during the Bid preparation click on the "Hold" button to temporarily save the bid.
		Technical & Price Bids will be prepared online.
		A. UP Loading in C_Folder
		Bidder shall upload their bid in the appropriate **C-Folder** tab in the bid area after Digital Signature are attached, under the "Un-priced Bid" w.r.t the tender requirements, defined in the tender documents viz.
		❖ Technical details & data sheets (if any)
		❖ Commercial offer
		❖ Various drawings and other documents (if any)
		B. ON Line PRICE (BPS)
		❖ Go to Item data to view the list of Items and quote the prices against each item. Also fill the prices for various price conditions which can be viewed by clicking on "See Conditions" button.
		  ❖ All the prices are to be filled in at the relevant fields in pricing conditions.
		  ❖ "In case any price condition is left blank, the same is considered to be included in the basic price."
		C. Reverse Auction (RA)
		❖ Bidders may note that, only those whose technical bids are technically compliant will be allowed to participate in Online Reverse Auction, if applicable and as indicated in the Special Purchase Condition(SPC).

13.0	**Opening /** ***(Down loading)*** **of Bids.**	After expiry of Bid Submission time and before bid opening time, NTPC officials shall be authorized *to view the number of bids uploaded / received. However, bid details can't be viewed before bid opening time.* The Committee or their authorized representatives shall open the EMD documents first *(received off line)*. The Committee, shall allow only those bids to be downloaded whose EMDs have been received in NTPC and are adequate and acceptable as per conditions of the bid document. ***Composite bidding :*** *The composite bid of only those bidders, whose EMD has been found in order as stipulated will be opened and considered for evaluation.* ***Single stage ,TWO envelope (Tech. bid & Price bid) bidding :*** *In case of Single stage , 2 envelope bidding,* ❖ *Technical Bid shall be opened of those bidders whose EMD 's have been found in order and meeting other tender conditions, as stipulated in tender documents.* ❖ *Price bids, shall be opened on a later date of only those bidders whose technical bid is found acceptable and who fulfill the Qualifying Requirements (if any).* *The date of Price bid opening of such qualified bidders shall be separately intimated and only these qualified bidders will be eligible to participate in the* Reverse Auction, if applicable.
14.0	**Expiry Date**	The online bidding system will not allow bid submission after the respective specified expiry date and time. *Bidders are advised to make* sure that the bid submission is completed well in advance *before the stipulated time for bid submission .*
15.0	**Help line**	In case of any difficulty, kindly get in touch with the concerned package-in-charge specified in the Special Purchase Conditions/NIT/Tender Enquiry. You may also contact the concerned executive, for the location from where the tender has been issued, mentioned under "Contact us" on the logon page, for assistance on process understanding, compliance, training needs etc. In case of login related issues and in case of any emergency please get in touch with our Central Helpdesk at the number indicated under "Contact us".

Form A : (New prospective Vendors)

Request for Login ID on NTPC e-Tender.

If you are not a supplier of NTPC, and interested in participating in e-Tenders in NTPC, please fill in the following :

Vendor details

1	**Name of Vendor**			
2	Vendors E Mail ID			
3	Telephone No.		4. Fax Number	
5	**Contact person**			
6	Designation		7. Mobile no.	
8	E Mail ID		9. Telephone no.	
10	**Address**			
11	City		12. State	
13	Country		14. Pin code	

Vendor's Banker details

1	Banker's Name		2. Account Number	
3	Branch			
4	Banker's Address			

Vendors Statutory Details (Pl' enclose self attested copies of the Registration certificate as applicable.)

1	PAN Number		2. VAT / CST No.	
3	Excise Registration no		4. Service tax no	
5	PF Reg. No.		6. MSME Reg. No.	
			Micro, Small , Medium Enterprise	

Payment of Tender Fee(Cost of bid documents) , if applicable in the Bid invitation. (For Open tenders only)

Bid invitation no interested in					
In case Tender fee paid in the form of DD / Banker's cheque		**In case Tender fee paid on line through payment gate way (credit card)**		**In case seeking exemption from of Tender fee**	
Issuing bank		Bank (issuing the card)		NSIC / SSIDC unit	
DD no		Reference of payment		Certificate no.	
Date of DD		Date of payment		Date	
Amount		Amount		Financial Limit	

Note : Please download, print and fill this form and submit it to the Package - in - charge/ Contact person for vendor replication in SRM of NTPC. This request form for User ID & password may be sent through E-mail or manually to *the* Package in charge / Contact person as mentioned in the NIT/Bid Invitation and the Scanned copies of the relevant documents shall be sent along with the mail as attachments.

orm B : (For Existing Vendors)

Request for Login ID on NTPC e-Tender.

If you are already a supplier of NTPC, and interested in participating in e-Tenders of NTPC, please fill in the form :

1	Existing Vendor code with NTPC - **PRE - ERP** (Tick)		Vender code	
2	Existing Vendor code with NTPC - **POST – ERP**(Tick)		Vender code	

Vendor details (Pl' mention latest details) **:**

1	**Name of Vendor**			
2	Vendors E Mail ID			
3	Telephone No.		4. Fax Number	
5	**Contact person**			
6	Designation		7. Mobile no.	
8	E Mail ID		9. Telephone no.	
10	**Address**			
11	City		12. State	
13	Country		14. Pin code	

Vendor details (ONLY IN CASE OF CHANGE **:** In case of any change in the name of company / address furnished to NTPC previously, pl' mention the old details and enclose documentary evidence showing the change)

1	**Name of Vendor** (Old name)			
2	Address (Old)			
3	City		**4.** State	
5	Country:		**6.** Pin code	

Vendor's Banker details

1	Banker's Name		Account Number	
2	Branch			
3	Banker's Address			

Vendors Statutory Details (Pl' enclose self attested copies of the Registration certificate as applicable.)

1	PAN Number		2. VAT / CST No.	
3	Excise Registration no		**4. Service tax no**	
5	PF Reg. No.		6. MSME Reg. No.	
			Micro, Small , Medium Enterprise	

Payment of Tender Fee(Cost of bid documents) , if applicable in the Bid invitation. (For Open tenders only)

Bid invitation no interested in					
In case Tender fee paid in the form of DD / Banker's cheque		**In case Tender fee paid on line through payment gate way (credit card)**		**In case seeking exemption from of Tender fee**	
Issuing bank		Bank (issuing the card)		NSIC / SSIDC unit	
DD no		Reference of payment		Certificate no.	
Date of DD		Date of payment		Date	
Amount		Amount		Financial Limit	

Note : Please download, print and fill this form and submit it to the Package - in - charge/ Contact person for vendor replication in SRM of NTPC. This request form for User ID & password may be sent through E-mail or manually to *the* Package in charge / Contact person as mentioned in the NIT/Bid Invitation.

electronic tendering
e-procurement (SRM)

Volume-I
Section-II

General Purchase conditions .. "e"_ tendering

Revision 4.0

The Special Purchase Conditions (SPC) will supersede any related conditions any where in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
1.0	NTPC Limited, a Govt. of India Enterprise referred to herein as 'the Owner' , intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.	
2.0	GENERAL INFORMATION	The prospective Bidders are invited to submit a "Technical & Commercial Proposal" and "Price proposal" for the package. Methodology for submission of proposal has been detailed hereunder in this document.
2.1	BENEFITS TO MSEs	Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006,for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit. Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows: Award shall be given to L1 bidder if L1 bidder is a MSE. In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. The benefit as above to MSEs shall be available only for goods/services produced & provided by MSEs for which they are registered. MSEs seeking exemption and benefits should enclose a attested/self certified copy of registration certificate, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. **Note:** *Generally in tenders having Itemwise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Packagewise evaluation generally splitting is not allowed.* ***Please refer Special Purchase Condition for specific tender provisions***.

3.0	DEFINITIONS & TERMINOLOGY	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		"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).
		"Contract" means the Contract signed by the parties, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.
		"Contract Price" means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		"Government" means the Government of the Owner's country ie INDIA.
		"Local Currency" means the currency of the Government of India.
		"Party" means the Owner or the Bidder, as the case may be, and "Parties" means both of them.
		"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
		"Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and
		Law Governing the Contract : The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
		Language : English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
4.0	BIDDING DOCUMENTS	*Tender document consist of following sections*

1	NIT	
2	Volume-I, Section-I	Instruction to bidder.. "e" tendering
3	Volume-I, Section-II	General Purchase Conditions.. "e" tendering
4	Volume-I, Section-III	Rules & Procedures for Reverse Auction
5	Volume-I, Section-IV	Standard formats & check lists.. "e" tendering
6	Volume-II, Section-I	Special Purchase Conditions.. "e" tendering Part A & B
8	Volume-III, Section-I	Technical specifications & scope of work
9	Volume-III, Section-II	Bill of Quantity & Data sheets (if any)

4.1	CLARIFICATION ON BIDDING DOCUMENT	A prospective Bidder requiring any clarification of the Bidding Document shall contact the Owner in writing at the Owner's e-mail address given in the bidding documents. The Owner shall forward copies of its response to all Bidders who have obtained the Bidding Document directly from it. Should the Owner deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and intimate to all who have obtained the Bidding Document directly from the Owner.
4.2	AMENDMENT TO BIDDING	a) At any time prior to the deadline for submission of the Bids, the Owner may

	DOCUMENT	amend the Bidding Document by issuing addenda. b) Any addendum issued shall be part of the Bidding Document and shall be communicated to all who have obtained the Bidding Document directly from the Owner. c) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of the Bids.
5.0	PREPARATION OF BID PROPOSALS	a) Proposals shall be complete in all respects and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity. b) For preparation of Proposals, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the proposal.
6.0	COST OF BIDDING	The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7.0	LANGUAGE OF BID	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
8.0	VALIDITY OF OFFER	The proposals shall remain valid for a period as specified in (SPC)Special Purchase Conditions from the date of opening of BID. In exceptional circumstances the Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period of the offer is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.
9.0	BID SECUTITY / EARNEST MONEY DEPOSIT (EMD)	a) The Bid Security shall, at Bidders option, be in the form of 1) Demand draft or Banker's cheque drawn in favour of NTPC Ltd. Payable at the station inviting tender as specified in SPECIAL PURCHASE CONDITIONS(SPC) to this bidding document OR 2) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD / Bid Security amount is more than ₹ 20,000/- (Rupees Twenty thousand only) OR 3) E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. (Note: Upon successful E-payment on the portal, an e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD). b) The format of Bid Guarantee towards Bid Security shall be in accordance with the form of bid security included in the bidding documents. c) The bid Security shall remain valid for a period of forty five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. d) Any bid not accompanied by an acceptable Bid Security in accordance with aforesaid provisions shall be rejected by the Owner as being non-responsive and will not be opened.

		In case of tender for works / services contract, the bidder has to furnish a duly filled LETTER OF UNDERTAKING as per the performa given, in the STAMP PAPER if Rs. 10/- along with EMD and shall place the same in the Envelope superscribed " EMD ENVELOPE"
10.0	CONDITIONS FOR FORFEITURE OF EMD / BID SECURITY	The Earnest Money Deposit / Bid Security may be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc. a) If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal. b) In case the Bidder does not accept the corrections towards the discrepancies in their bid, where ever the break up of prices have been asked separately. c) If the Bidder refuses to withdraw, without any cost to the Owner, any deviation found in the Bid. d) In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award / Purchase Order. e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA. f) If the bidder / their representative commit any fraud while competing for this contract pursuant to Fraud prevention policy of NTPC. g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.
11.0	RELEASE OF EMD / BID SECURITY	a) The bid Security of all those bidders who are not considered Techno-commercially responsive and / or qualified will be returned, along with their price bid without being opened, not later than 1 month from price bid opening. b) The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible but not later than 1 month after expiration of bid validity or after award / finalization of the case which ever is earlier. c) The Bid Security of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee (if applicable).
12.0	INELIGIBILITY FOR FUTURE TENDERS	Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award/Purchase Order, either does not accept the order / Letter of award or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.
13.0	**Preparation of Bid Proposal**	
13.1	DOCUMENTS IN SUPPORT OF QUALIFYING REQUIREMENTS (QR)	The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).
13.2.	TECHNICAL PROPOSAL	a) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.

		b) Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.
13.3	PRICE PROPOSAL	a) For preparation of the 'Price Proposal", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made on-line in 'Bid Price Schedule' of Bidding Documents. b) The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document. c) All prices to be quoted by the bidders will be in Indian Rupees only , unless otherwise mentioned in the special conditions , on firm price basis and to remain valid during the currency of the Contract. d) **Bidders shall necessarily submit the prices on-line in the Bid Price Schedule only.**
14.0	CERTIFICATE OF COMPLIANCE	**No deviation, whatsoever, is permitted by the Owner to any provisions of Bidding Documents.** The acceptance of above is an attribute of the on line Bid Invitation and the Bidders are required to confirm acceptance of Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) on line as per Certificate at Annexure 1. Only after acceptance of the above condition the bidder shall be allowed to submit the bid.
15.0	NO DEVIATIONS	Bidders may note that any deviations, variations and additional conditions found anywhere in the bid (Techno Commercial Bid & Price Bid) save those pertaining to any rebates/discounts shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, any where in the bid, failing which the Bid Security of the Bidder shall be forfeited.
16.0	TIME SCHEDULE	Bids must be uploaded on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server for the visibility to the owner.
17.0	SYSTEM PROCESSING TIME	The processing time for data exchange is 2-3 minutes, so bidder should avoid the last minute hosting of their bid. The bids visible to the owner will be final for the purpose of acceptance .
18.0	DOCUMENTS COMPRISING THE BID	The Bid shall comprise the following : 1. Earnest Money Deposit; 2. Acceptance of 'Compliance to Bidding Documents (NIL Deviation Certificate)' 3. Acceptance of 'Fraud Prevention Policy'; 4. Documentary evidence establishing the Bidder's eligibility to bid; 5. Technical specifications of the items and services & scope of work offered; 6. EFT Form 7. Bid Price Schedules ; and 8. any other details required in the Bid Document.

19.0	SUBMISSION OF EMD & OTHER DOCUMENTS - OFF LINE	The bidders are requested to send following documents in sealed envelopes well in advance so as to be received by the respective officer before the scheduled date of submission / opening of bids as described in the time schedule in notice inviting tender failing which bid is liable for rejection. ➢ EMD ➢ Authorization from bidder to whom Tender Enquiry has been issued (if applicable) * ➢ MSE certificate as per MSMED Act 2006 (if any) ** ➢ Letter of Undertaking as per the performa given in Stamp Paper of Rs.10/- if applicable. ➢ Any other document asked for in the SPC * Wherever Bid is submitted on behalf of a Principal (OEM / OES / Manufacturer), the certificate of Authorization as per format at Annexure-03 to this document is to be submitted along with EMD. **However, this provision shall not be applicable for OPEN Tenders.** ** For exemption towards submission of EMD above bidder shall have to submit necessary certificate. NTPC shall not be liable for loss/non-receipt/late receipt of documents in transit. However, the copies of the EMD details shall be uploaded. In case of bidders who are exempted from submitting EMD, the necessary documents shall be uploaded.
20.0	SUBMISSION OF BID PROPOSAL	a. Bidders are requested to submit the bids on line on NTPC SRM Portal. b. Bids shall be hosted / uploaded on the system as per the schedule date & time specified in the tender notification / enquiry.
20.1	BID MODIFICATION / WITHDRAWAL	a. The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission. Owner shall return the bid on the SRM portal for modification or withdrawal. b. A Bidder wishing to withdraw/modify its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. A withdrawal notice may be sent by mail from the registered e-mail id or post or by telefax so as to be received by the Owner before the deadline for submission of bids. The notice of withdrawal shall c. be addressed to the Owner at the address named in the NIT/SPC, and d. bear the NIT/Tender enquiry number, Package name, and the words "BID WITHDRAWAL NOTICE". e. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. f. The Owner shall on receipt of the "BID WITHDRAWAL NOTICE" from the bidder, return the bid on the NTPC SRM Portal. The bidder can thereafter re-submit its bid within the time line specified for bid submission. NTPC shall NOT be responsible for the inability of the bidder to submit its bid again within the time line specified. Bidders are NOT allowed to submit any modification through any letter/ e-mail/fax etc. Such communications will not be considered. g. No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of

<table>
<tr><td></td><td></td><td>a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 10.0(a) above.</td></tr>
<tr><td>21.0</td><td>SUBMISSION OF BID PROPOSAL

OFF LINE</td><td>The bids shall be submitted as detailed here under :

OFF-LINE

➢ Envelope-1 … marked as 'EMD'
a) Bid Form 1
b) EMD / Bid Security
c) MSE certificate as per MSMED Act 2006 (if any)
d) Any other document specified in Special Purchase Condition

These documents will be checked before down loading (opening) of the Technical bid and only those bids where valid documents are available will be allowed for down loading (opening).

➢ Envelope-2 … marked 'QR'
In case of open tenders , Bid Form 2 along with copy of the documents in support of meeting Qualifying Requirements which can not be up - loaded on-line (like Annual Report, PO Copies, Authorization from Principal etc.) , may be submitted off line.

These documents will be checked along with the Technical bid and
➢ The On Line Price bids of only those bidders will be down loaded (opened) at a later date (under intimation to them) who meet the Qualifying Requirements and whose bids are technically acceptable.

Bidders are advised to ensure that the above should reach the addressee (owner) before the last date & Time for submission of Bid as specified in the NIT / Tender enquiry / Special Purchase Conditions (SPC).</td></tr>
<tr><td>22.0.</td><td>ON LINE UPLOADING OF DOCUMENTS & PRICES</td><td>(A) Acceptance of Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) {Annexure 1} (*)

(B) Acceptance of Fraud Prevention Policy {Annexure 2} (*)

<table>
<tr><td colspan="3">In collaboration folder (c-folder) under Un-Priced bid tab Upload the following</td></tr>
<tr><td></td><td>File Name</td><td>Contents</td></tr>
<tr><td>1</td><td>EMD</td><td>EMD details</td></tr>
<tr><td>2</td><td>QR</td><td>Annexure 12 alongwith documents in support of meeting Qualifying Requirements.</td></tr>
<tr><td>3</td><td>Technical Specifications</td><td>Technical specifications, details & data sheets, drawings etc.</td></tr>
<tr><td>4</td><td>EFT</td><td>Annexure 5: Electronic Fund Transfer (EFT) Form</td></tr>
<tr><td>5</td><td>Registration details</td><td>Annexure 4: Regn. Details –PAN, Sales Tax etc.</td></tr>
<tr><td></td><td>MSE / MSME</td><td>MSE certificate as per MSMED Act 2006 (if any) (Valid certificate to be furnished) .</td></tr>
</table>

<table>
<tr><td>Under ITEM DATA TAB fill / submit the following</td></tr>
<tr><td>Bid Price Schedule</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td></td><td>

Bidders may note that no price component is to be uploaded in the collaboration -folder.

(*) Bidders may note that without Acceptance for Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate) & Fraud Prevention Policy which is to be given online, Bidders will not be allowed to create and submit the bid.

</td></tr>
<tr><td>23.0</td><td>EXPIRY DATE
OR
DEAD LINE FOR BID SUBMISSION</td><td>

The online bidding system will not allow bid submission after the specified expiry date and time. Make sure the bid submission is completed well in advance of the time.

Bid shall not be accepted by the server after expiry of the schedule date & time.

</td></tr>
<tr><td>24.0</td><td>UPLOADING OF BID</td><td>

Bidders shall have to submit bids on line on the NTPC, e-tender Portal (SRM-Portal) . All the bidders must upload their bids w.r.t the tender requirements, defined in the tender document. Viz

- ❖ EMD Details.
- ❖ EFT Form
- ❖ Qualifying requirement documents (if applicable)
- ❖ Technical details & data sheets (if any).
- ❖ Commercial offer
- ❖ Regn details
- ❖ Bid price schedule (to be filled on-line)

All above details shall be uploaded.

</td></tr>
<tr><td>25.0</td><td>PROCEDURE FOR DOWN LOADING (OPENING) OF BIDS</td><td>

After expiry of Bid Submission time and before bid opening time, only authorized NTPC officials can view the numbers of Bid submitted. However, bid details can't be viewed before bid opening time.

❖ **Opening of Documents Submitted OFF-LINE :**

The Committee or their authorized representatives shall open the EMD documents received off line (except in those cases where EMD is not applicable). The Committee, based on the EMDs received, shall allow only those on line bids to be downloaded whose EMDs have been received in NTPC and are adequate and acceptable as per conditions of the bid document.

<table>
<tr><td>a)</td><td>Envelope 1 ‘EMD’</td><td>1. EMD / Bid Security
2. MSE certificate as per MSMED Act 2006 (if any)
3. Any other document specified in SPC</td></tr>
<tr><td>b)</td><td>Envelope 2 ‘QR’</td><td>Documents in support of meeting Qualifying Requirements, if applicable.</td></tr>
</table>

❖ **Down loading of Documents Submitted ON-LINE :**

The online bids will be viewed / downloaded (opened) by the authorized dealing official of NTPC (Purchase / contracts) at the time specified in tender enquiry / NIT as per time schedule in following sequence:

<table>
<tr><td>a)</td><td>File EMD</td><td>EMD details</td></tr>
<tr><td>b)</td><td>File QR</td><td>Copy of Annexure 12 alongwith documents in support of meeting Qualifying Requirements.</td></tr>
<tr><td>c)</td><td>File Technical Specifications</td><td>Technical specifications, details & data sheets, drawings etc.</td></tr>
</table>

</td></tr>
</table>

<table>
<tr><td></td><td></td><td>
<table>
<tr><td>d)</td><td>File EFT</td><td>Annexure 5: Electronic Fund Transfer (EFT) Form</td></tr>
<tr><td>e)</td><td>File Regn Details</td><td>Annexure 4: Regn. Details –PAN, Sales Tax etc.</td></tr>
<tr><td>f)</td><td colspan="2">Bid Price Schedule</td></tr>
</table>
Please note that:

Bids without requisite EMD will not be opened.
The technical bid of only those bidders, who submit the EMD as stipulated & fulfill any other requirements specified, will be opened and considered for evaluation.

Bidders are advised to ensure that the above should reach the addressee (owner) before the last date & Time for submission of Bid as specified in the NIT / Tender enquiry / Special Purchase Conditions.
NTPC shall not be responsible for any loss or delay in transit of these documents.
<u>Note:</u>

The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC).
In case of Single Stage Single envelope bidding, Bid Price Schedule shall be opened on the date and time specified in the NIT.
In case of Single Stage Two envelope bidding, Bid Price Schedule of those bidders whose bids are found to be qualified and technically acceptable shall be opened at a later date under intimation to such bidders.
In case of provisions of Reverse Auction, the technically acceptable bidders, meeting the qualifying requirements, will be notified the date and time of Reverse Auction.

</td></tr>
<tr><td>26.0</td><td>DETERMINATION OF RESPONSIVENESS</td><td>
The Owner will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete.
Prior to the detailed evaluation, the owner will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.
A material deviation, objection, conditionality or reservation is
(i) that effects in any substantial way the scope quality or performance of the contract .
(ii) that limits in any substantial way inconsistent with the bidding document the owners right or the successful bidders obligation under the contract or
(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.
</td></tr>
<tr><td>27.0</td><td>EVALUATION CRITERIA</td><td>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</td></tr>
<tr><td>28.0</td><td>EVALUATION OF BIDS</td><td>a) The Owner shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</td></tr>
</table>

		b) To evaluate a Bid, NTPC shall only use all the criteria and methodologies defined in this document. c) To evaluate a Bid, NTPC shall consider the following: • The bid price as quoted as per Bid Price Schedule • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to application of the evaluation criteria.
29.0	DISCREPANCIES IN BID	In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for the purpose of evaluation, where ever Separate Price Break Up is required to be furnished / In case where Prices are asked separately. a) In case of discrepancy between the original & copies of bid, the original bid will be considered as correct. b) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. c) In case of discrepancy between unit price and total price, the unit price will be considered as correct. d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	CLARIFICATION OF BIDS	During evaluation, the Owner may, at its discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.
31.0	CONTACTING THE OWNER	a. Subject to above, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded. b. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
32.0	OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to 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 Owner's action.
33.0	AWARD CRITERIA	The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
34.0	CONTRACT	a. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award. b. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order. c. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereinafter be called Supplier.

35.0	CONSTRUCTION OF CONTRACT	If required, NTPC may place separate Orders for supplies and Services. The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Owner to terminate the other Contract(s) also at the risk and cost of the Supplier. The total value of all the orders shall be the Total Package value.
36.0	DELIVERY SCHEDULE	The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per SPC.
37.0	CONTRACT PRICE	The Contract Price shall be as specified in the Purchase Order / LOA.
38.0	SCOPE OF SUPPLY	a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC b. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and related Services as if such items were expressly mentioned in the Contract. c. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract. d. 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.
39.0	CONTRACT PERFORMANCE GUARANTEE (CPG)/PBG	a. Within thirty (30) days of the receipt of Purchase Order/Letter of Award from the Owner, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Owner as mentioned below. b. 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 or as per SPC) • An irrevocable Bank Guarantee as per the NTPC standard format from any Nationalized bank / Scheduled Bank as acceptable to NTPC as per list enclosed. c. 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. d. FOR WARRANTY PERIOD- The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period. The CPG should be submitted within 30 days of placement of award.

		e. FOR AMC / CMS PERIOD The bidder shall be required to furnish a BG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 month beyond the Annual Maintenanace/Comprehensive Maintenance Services Contract period. This BG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year. f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period. **Note:- However CPG , Warranty , Guarantee clause as specified in the Special Purchase Conditions shall prevail.**
40.0	AUTHORISED REPRESENTATIVE	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.
41.0	INSURANCE	As detailed in SPC
42.0	FREIGHT	As detailed in SPC.
43.0	PACKING	The Bidder 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 Bidder 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/Contract no. and date. Each package must contain packing slip and literature, if any.
44.0	INSPECTION AND TESTS	All materials shall be inspected as per provisions of SPC / Technical Specification. For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of NTPC for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.
45.0	WARRANTY	The provision of Warranty shall be as per SPC /Technical Specification. a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions. b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC. c) If having been notified, the Supplier fails to remedy the defect, the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.
46.0	PATENTS	All royalties and fees for patents covering material/equipment 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 Owner 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 Owner 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 Owner 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 owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.
47.0	INDEMNIFICATION	The Supplier shall, at its own expense, defend and indemnify the owner 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 Owner 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 Owner 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 Owner will not be made while any such suit or claim remains unsettled.
48.0	REMOVAL OF REJECTED GOODS AND REPLACEMENT	a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner 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 Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier.
49.0	PAYMENT AT REDUCED RATES	If the goods supplied are not according to specifications stipulated in the order, NTPC may retain the goods at its discretion after negotiations with the supplier and pay at reduced rates to be fixed by NTPC.
50.0	MODIFICATION OF CONTRACT	Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.
51.0	LIQUIDATED DAMAGES	The timely delivery of the material is the essence of the contract. In the event of Supplier failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.

52.0	FORCE MAJEURE	(a) "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract. Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order (i) terrorist acts, (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority, (iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague. (b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event. (c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time. (d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under. (e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby If and to the extent that such delay or non performance is caused by the occurrence of an event of Force Majeure. (f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 56 (SETTLEMENT OF DISPUTES) (g) Not withstanding clause (e) above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.
53.0	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.

54.0	OBLIGATIONS OF THE BIDDER	The Bidder shall perform the Services and carry out their obligations 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 this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.
55.0	RISK PURCHASE	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.
56.0	SETTLEMENT OF DISPUTES	If any dispute(s)or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty(30) days from the date on which the dispute(s)or difference(s) arose, such dispute(s) or differences shall be referred to and settled by arbitral tribunal comprising of three(3) arbitrators, one to be appointed by each party, the third arbitrator to be appointed by both the arbitrators. In case of difference(s), the third arbitrator shall be appointed by the Hon'ble Chief Justice of Delhi High Court or the Authority nominated/authorized by him in this regard or the President of Institution of Engineers. The arbitration proceedings shall be in accordance with the prevailing Arbitration Laws of India as amended or enacted from time to time. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Delhi, India. In the event of dispute or difference arising between one Public Sector Enterprise and a Government Department the provision of DPE as per memorandum No. DPE OM No. DPE/4(10)/2001-PMA-GL I dated 22nd Jan. 2004 shall be applicable.
57.0	NOTICES	Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, telex, telegram, or facsimile to such Party i.e. Owner or Bidder.
58.0	TERMINATION	The Owner may terminate the 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 Owner 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 Owner 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 any thing 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 Owner. (e) if the Owner, at its sole discretion, decides to terminate this Contract. In event of termination of Contract under GPC sub Clause 58(e) above, the Owner 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.
59.0	TAXES & DUTIES	i. Form-C required for concessional rate of sales taxes will be issued by NTPC, where ever applicable as indicated in SPC. In the event of misplacement of the same, action as per taxation Authority shall be initiated on the Supplier & necessary payments shall be withheld. ii. **The prices shall be inclusive of all taxes & duties leviable, the Owner shall not be liable for the same. However, the break up should be given, as applicable.** iii. However, Octroi shall be reimbursed at actual and shall not be considered for bid evaluation. iv. Bidders shall indicate the actual tax including the Entry tax seven (7) days prior to last date of Bid Submission, as applicable. v. Bidders are requested to provide the breakup of taxes in the Bid Price Schedule prevailing at seven (7) days prior to the last date of bid submission. vi. The Owner shall be authorized to deduct any tax as applicable from the Bidder. vii. For the purpose of the contract it is agreed that the contract price specified in Bid Price Schedule is based on the taxes duties and charges prevailing at seven (7) days prior to the last date of bid submission. viii. In case Bidder has indicated (Zero) tax same shall be treated as included in the base price. ix. 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 contract, which was or will be assessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.
59.1	ENTRY TAX	i. Bid price shall also be inclusive of any liability of Entry Tax applicable on the items / services / Equipments quoted by the bidder at the rates prevailing as on seven (7) days prior to the last date of Bid Submission. ii. Entry tax as applicable on the equipments as specified in the bid shall be paid by the owner directly to the tax authorities and the entry tax as per rates applicable as on Seven (7) days prior to the last date of Bid Submission shall be deducted from the payments due to the contractor. iii. Notwithstanding the above in case of any upward variation in rates of Entry tax between those applicable seven (7) days prior to the last date of Bid Submission & the date of entry of goods and payment of entry tax by the owner, the deduction from contractors bills will be limited to the amount being worked out at the rates of Entry Tax as applicable, seven (7) days prior to the last date of Bid Submission. iv. In case of down ward variation the contract price will be adjusted for such down ward variation in rates of Entry tax between those applicable, seven (7) days

		prior to the last date of Bid Submission and the date of entry of goods & payment of entry tax by owner.
60.0	ROAD PERMIT	The road permit shall be issued by NTPC, wherever required and the acknowledged copy of same is to be returned by the supplier within 7 days from the date of completion of supplies to the sales tax authorities. All liability on account of non-submission, loss, misplacement shall solely rest with the bidder. The final payment will be processed only after receipts of counterfoil of the relevant forms are received by the NTPC / Engineer in charge.
61.0	TAX DEDUCTION AT SOURCE	Tax deduction at source shall be governed as per prevailing rules.
62.0	PAYMENTS TO THE SUCCESSFUL BIDDER	Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the owner specifying the amount due. Payment shall be released within 30 days of receipt, acceptance of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA. Our Standard Payment terms are as under: For Supplies: The payment would be made within 30 days of receipt and acceptance of materials. For AMC/CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by NTPC at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period.
63.0	PROCEDURE OF PAYMENT	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.
64.0	JURISDICTION	Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
65.0	LIMITATION OF LIABILITY	Except in cases of criminal negligence or willful misconduct, (a) the Contractor shall not be liable to the Employer, 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, 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.

66.0	FRAUD PREVENTION POLICY	The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Owner displayed on its tender website http://www.ntpctender.com and shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice. The acceptance of above Fraud Prevention Policy is an attribute of the on line Bid Invitation. Acceptance of above Fraud Prevention Policy is to be given online. Only after acceptance of the above condition the bidder shall be allowed to submit the bid. In terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security shall be forfeited.
67.0	INTEGRITY PACT	NTPC has in place an Integrity Pact details of which are displayed on its Tender website http://www.ntpctender.com. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Owners tender website http://www.ntpctender.com. If asked for in the SPC, a signed copy of the Integrity Pact is to be submitted with the EMD as indicated in the SPC.
68.0	INDIAN AGENTS	In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.
Important Note		**The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.**

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Corporate Materials Management

electronic tendering
e-procurement (SRM)

Volume-I
Section-III

Rules & Procedures
for
Reverse Auction

	Rules & procedures on Reverse Auctions
1	Introduction
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6	Reverse auction, rules for event
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Corporate Materials Management

Instruction to bidder on Reverse Auction		
1.0	Introduction	Reverse Auction (RA) is an on-line procurement method used to obtain quotations for goods and services. In a Reverse Auction, goods & services are procured from the lowest bidder (which is the "reverse" of a normal auction, wherein something is sold to the highest bidder). A Reverse Auction is typically conducted via the Internet whereby bidders anonymously quote against each other. Bidding takes place at a specified date and time and continues for a specified period of time or until no more quotes are received.
2.0	Definitions	Reverse Auction is an evolved e_Procurement tool that leverages internet technology to build a dynamic negotiation environment between pre-qualified suppliers to drive the price of goods/services downwards towards the most competitive price.
3.0	Terminology	Other commonly used terms are as follows:

Field	Description
Unit	unit of measure defined for an item. Some examples could include, each, gallons, or hours.
Price Unit	subdivision of the item quantity upon which bids are based. The price unit is the denominator of item quantity in calculations.
Start Price	Defined during auction creation, it is the upper limit for bid prices.
Decrement	Minimum / Absolute or percentage value that each bid must be lower than the last.
Rank	Bidder's rank among all bidders participating in the auction. The lower the rank number, the higher the standing in the auction. For example, a rank equal to one is the leading bid in an auction.
Total Bid Price	Sum of all line item totals, based on the Bid Price entered. This value is displayed under the item table if the bidder presses Enter on his keyboard prior to submitting a bid.
My Bid	Price of the bidder's last successfully submitted bid for an item (Item Rate).
My Bid Value	Value of each bid submitted: **For Package Evaluation** :- Sum of all line items total, based on the Bid Price entered. **For item wise evaluation:-** Value of each bid submitted for respective item (Total Value for an Item i.e. Item Rate X Quantity).
Best Bid	It is the overall best (package), or lowest bid received for an item.
Next Valid Bid	Highest bid currently permitted for an item. The next valid bid is calculated by applying the decrement to the **Overall best bid**
Bid Price	The field where you enter your actual bid price for an item.
Total Bid Value	Value of bids on line items prior to submitting bids. This value is displayed under the line item table.
My Minimum Bid	My Minimum Bid is the price of the bidder's successfully submitted minimum bid for an item. A bidder's minimum bid is only visible to the bidder.
My Current Bid	The most recent actual bid submitted on the system for an item.
My Current Bid Value	Value of current bid submitted for respective line item.

4.0	Who can participate?	Reverse Auction shall be conducted amongst the bidders whose bids have been found technically qualified / suitable responsive bidders, meeting all other tender conditions like QR, EMD etc.
5.0	Reverse Auction Types	Reverse auctions generally followed in the industry are as under:- English Auction (Overall Best Bid) Each new bid submitted is compared by the system to the current overall best (lowest price) bid. There is no distinction between bidders or companies with this logic. The lowest price among all bids submitted by all bidders is considered the best bid. Bid ranking follows this logic as well—the lowest bid price is equal to rank one, and so on.
6.0	Reverse Auction: Rules for event.	The reverse auction rules will essentially address the following points and will constitute an integral part of the bid document & are detailed at SPC (special purchase condition Ia). ➢ Reverse auction duration. ➢ Bid decrement. ➢ Auto extension rules & duration. The provision of auto extension as per auction rules is to be decided by NTPC / Owner before start of auction and communicated to the technically qualified vendors.
7.0	Bid decrement	Bid Decrement is the minimum fixed amount by which the next bid value can be decreased. Bidders should enter the next bid price considering the "Bid Decrement", with reference to Overall best bid • Bids once posted on the server during the reverse auction process can always be modified to the permissible next lower value in any amount equal or more than the bid decrement amount. In no case would the system accept modification to a higher value.
8.0	Auto Extension Rules	• The Bid Extension rules shall be apply after the expiry of the Auction duration earlier set & decided before start of Event. • In the event a bidder is placing his bid in last "X" minutes of the normal closure time, the event will get extended for next "Y" minutes for "Z" number of times. • "X" and "Y" can be decided by buyer in advance. Say 3 to 5 minutes depending upon type of Item. • The auction time will get automatically extended at installments of "Y" minutes so as to allow other bidders opportunity to participate and give better offer to win the bid. • In case no bid is received during any extended period, the auction would close even if the total number of extensions i.e. Z is yet to happen. • These time limits (X,Y,Z) shall be mentioned in the SPC / SCC.
9.0	System Processing Time.	❖ Bidders may note, although extension time is Y minutes, there is a time lag between the actual placing the bid on the Local Computer of the bidder and the refreshing of the data on the server for the visibility to the owner. ❖ Considering the processing time for data exchange and possible network congestions, bidders in their own internet should avoid the last minute hosting of Price Bid. ❖ The bids visible to the Owner will be final for the purpose of acceptance & closing of the event.

10.0	Auto refresh	Screen will refresh automatically in every second.
11.0	Proxy Bid	In case Proxy Bid is enabled in any bidding by the Owner, all the bidders shall be in proxy bid mode (Applicable only for Overall Best Price Based Auctions). • Accordingly, all the vendors quote their minimum bid price. Proxy bid price, initially tallies cum matches the price placed by other bidders and later places the bid on behalf of the bidder who has placed lowest bid with a minimum one-bid decrement lower than the next higher bid on the system. • In cases where proxy bid facility is used, bid of the vendor who first placed the proxy bid would be accepted and the bid of the other bidders would not be accepted by the system with a message that your bid is outbid. • This is a secured feature and no one except the bidder who has entered the price knows the proxy bid floor price. • This is a recommended feature to avoid problems causing inability to place the bid due to failure or delays in net connectivity.
13.0	Closure of Auction	The Auction will be declared closed / concluded, when no bid is received in the last X minutes either during the set Auction time or during the Auto extension period.
14.0	Price Break Up	After conclusion of the reverse auction event, successful bidder shall submit item wise price break up for all the items to NTPC in the prescribed format / price break up sheet within 48 hours of conclusion of the R.A. Item wise price breakup will be apportionment of the % discount of the R.A. over the original items rate quoted in the price bid only. The bidder shall not be allowed or permitted to increase the item rate of any item earlier indicated.
15.0	Net Connectivity	In case of problem with net connection at the time of auction, Bidder should immediately contact NTPC, to take further action on the same. However, this kind of request would not be accepted in last “X”minutes (i.e. Auto extended duration) of the auction.
16.0	Flash Messages	The flash messages are displayed during and between the auction sessions.
18.0	Weightage Factor	Shall be incorporated in the System before start of the event, This factor is the effect of financial implication arising out of: • Technical and commercial loading on the Bid by the Owner. • Weightage factor being loading factor of the respective bidder for technical. • The auction bid of the bidder will be automatically updated by weightage factor for the purpose of display.
19.0	Opening bid price and bid decrements	The opening bid price and bid decrement amount will be intimated at the start of the bidding process. The process of sending the details shall be on-line messages.
20.0	Check points for bidder to participate in real time auction	• Valid Login ID and Password for SRM website • Check the details of Reverse Auction items / package.

		• Undergone the vendor training • Understand the rules of Reverse Auction. • Opening price, duration, and bid decrement of the reverse auction, as communicated.
21.0	Acceptance of terms & Conditions	Participation in an auction event is by invitation only from NTPC. Bidders participating in the bid are deemed to have understood and accepted all the auction rules for participation at the bid event. NTPC may decide to extend, reschedule, pause or cancel an auction. Acceptance of final out come of the auction and award decision will rest with NTPC and would be binding on the bidders. Bidders should also note that :- 1. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of NTPC. 2. Bidding process related queries could be addressed to NTPC helpline. 3. Bidder may call at NTPC help line to make a surrogate bid if Internet connection is down. However the bid shall be placed only on receipt of a fax. which should be duly stamped and signed by the authorized signatory and must reach NTPC during the Auction time or before the closure of events. 4. Bidders may note, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner . 5. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid. 6. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details. 7. Bidder is advised to understand **Auto Bid and Surrogate Bid** process as a protection against technical failure. 8. It is brought to the attention of the bidders that the bid event will lead to the final price only. 9. Technical and other non-commercial queries (not impacting price) can only be routed to the NTPC contact personnel indicated in the bidding documents. 10. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between successful bidder and NTPC. 11. Order shall be placed outside the e-portal & further processing of the PO shall be also out side the system. 12. Bidder will not divulge either its own bid or those of other bidders to any other external party. 13. Bidding process related queries should be addressed to NTPC personnel indicated in the bidding documents.

22.0	Procedures	For access to Auction site, Reverse Auction portal / website: ***https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart*** • Login ID and Password: Use your personal Login ID and Password to participate the online event • Click on "Process Bid" and subsequently on "Live Auction document number". • Click on "Live auction" to launch Live Auction. Live Auction Cockpit shall appear on the screen. • Enter Item Rate in the "Bid Price" field for each item and press "Submit" to quote in Live Auction. A confirmation prompt showing total Bid Price shall appear on the screen which is required to be confirmed. In case of any mistake in entering the price click on the "No" button to reenter the Prices. • In case the Prices are accepted by the system , it prompts "Your bid for the line item # has been successfully submitted" otherwise message "Bid price is too high; Bid rejected for the following line item #" (#respective line item no) • At any time during the auction Buyer can chat with the Bidder and vice versa. • Incase the Auction is paused by the Buyer a prompt will appear on the screen conveying the message • Similar prompt will also come on resuming of the Auction, Time Extension of the Auction and Close of Auction
23.0	User Help	1. Log on to ***https://etender.ntpclakshya.co.in/sap/bc/gui/sap/its/bbpstart*** 2. Enter your Login ID & Password. Click on the link 'Login' 3. You will reach your account Home Page, Click on the required NIT and then on the Auction tab to enter the Auction Cockpit.  4. You will enter the Auction Cockpit. ➢ Check points for starting real time auction ➢ Check the details of Reverse Auction participating for, ➢ Had taken the vendor training ➢ Correct Item name that is set for reverse auction ➢ Opening price, duration, and bid decrement of the reverse auction, as communicated

electronic tendering
e-procurement (SRM)

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standard Formats , Certificates, check lists .. "e"_ tendering

ANNEXURES

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Bid Form 1

EMD BID SUBMISSION FORM

Ref No. …………………………………………………….   Date ………..

To,
A.G M. (C &M)
NTPC Limited,
KhSTPS

Dear Sirs,

We have read and examined the bid documents in respect of Tender Enquiry no. ……………………….. containing the following relating to the ……………(Name of Work)…………… .

We hereby submit our bid as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Bid' by NTPC.
- We confirm that the ON_Line prices quoted by us are firm and shall not be subject to any variation for the entire period of the contract all taxes, duties shall be as applicable.
- We hereby furnish our 'EMD' comprising the following as per prescribed formats

  Bid Security (BG/DD no. ……………… dated ……… For `. ……………Issued by …………………………………)

- Our 'Technical and Commercial Bid' and ON_Line 'Price Bid' are being submitted as per provisions of the tender documents.
- We confirm that, we have submitted fully compliant bid, and any deviations found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implications what so ever to Owner, failing which the Bid Security may be forfeited.

Yours truly,

Date ....
Place ....

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

Bid Form 2

TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

Ref No. ……………………………………………………….   Date ………...

To,
A.G M. (C &M)
NTPC Limited,
KhSTPS

Dear Sirs,

We have read and examined the bid documents in respect of NIT no. ……………………….. containing the following relating to the ……………(Name of Work)…………… .

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Proposal' by NTPC.
- We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
- We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'Technical and Commercial Bid' comprising the following as per prescribed formats

  i. Documents in support of meeting Qualifying Requirements (QR)
  ii. Brief details of documents in support of QR
  iii. Technical Data Sheet
  iv. Documentation conforming to Technical Specifications.
  v. Acceptance of Fraud Prevention Policy.
  vi. EFT form duly filled and certified by Bank
  vii. Acceptance of Important conditions .. Compliant Bid
  viii. Details of PAN, TIN, Sales and Service Tax regn.
  ix. Any additional literature in support of Bid documents (please specify)

We confirm that, we have submitted fully compliant bid, and any deviations found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implications what so ever to Owner, failing which the Bid Security may be forfeited.

Yours truly,

Date ....
Place ....

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

Annexure 01

CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS

(Certificate of "NIL" Deviation)

Towards

COMPLIANT BID

(to be accepted on the system)

Through **Button or a Tab**

Bidder's Name and Address :

To

AGM(Contracts Services)
NTPC Limited,
Kahalgaon - 813214.

Dear Sir,

1. With reference to our Bid Proposal against this tender, we hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and ***we have not taken any deviation to any of the provisions of the aforesaid bidding documents.***

2. Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.

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

4. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.

5. Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.

(Acceptance to be given On Line on the system)

Annexure 02

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

(to be accepted on the system)

Through

Button or a Tab

Name of Bidder:

NIT number:

Name of the package:

To,

A.G M. (C&M)
NTPC Limited,
KhSTPS

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website http://www.ntpctender.com and undertake that we along with our associate / collaborator / sub_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTPC.

Yours faithfully,

Signature..............................

Printed Name........................

Designation...........................

Common Seal........................

Date:
Place:

Annexure 03

Manufacturer's Authorization
On the letter head

To:

A.G M. (C&M)
NTPC Limited,
KhSTPS

Sub: **Letter of Authorization**

Ref : Notice Inviting Tender No.: ………………………… dated ……………..

For ………*(Name of the Package)**……………

Dear Sir,

We hereby confirm that:

a) We are the manufacturers of …………………………………………….

b) M/s ______(Name of Bidder)__________________ are authorized to supply the (se) item (s) to you.

c) They shall supply and provide allied support & subsequent maintenance services during the currency of the contract.

d) We extend our full guarantee and warranty with respect to the Goods offered by the above firm in reply to this NIT and subsequent maintenance, supply of spares & services in the event of award of contract

e) In the event of their failure to perform any of the activities detailed above w.r.t products manufactured & supplied by us we undertake to arrange to perform the same, without any additional financial implication to NTPC.

Signature : ________________

Name : ____________________

Designation : _________________

Company's Name and Seal

Annexure 04

DETAILS OF PAN, TIN and SERVICE TAX REGN.

Bidder's Name & Address

To,

A.G M. (C&M)
NTPC Limited
KhSTPS

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	

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

(b) Service Tax number (if applicable):

Our **Service Tax** is

Service Tax Number	

Note : Copy of registration with up to amendment to be enclosed.

(c) TIN (must for UP registered vendors)

Our TIN number is as under:

TIN	

Note: Copy of registration with up to amendment to be enclosed.

(d) Sales Tax Number

Our Sales Tax numbers are as under:

CST number	
Local Sales Tax number	

Note: Copy of sales tax registration to be enclosed.

Date :
Place :

(Signature)..
(Printed Name) ....
(Designation)..
(Company Seal) ....

Annexure 05

E.F.T.Form

Bidders Name and Address: To,
NTPC Limited

Dear Sirs,

We, hereby authorize the Owner 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) 11 DIGIT IFSC CODE OF THE BANK

H) BANK ACCOUNT NUMBER

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS

IF OTHERS, SPECIFY

5. **PERMANENT ACCOUNT NUMBER (PAN)**

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 Owner 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.

DATE

SIGNATURE
(AUTHORISED SIGNATORY)
Authorisation no.: ………………………

Name:

OFFICIAL STAMP

Annexure 06

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(The Bank Guarantee should be on a non-judicial stamp paper of **Rs. 1000=00** 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)

Bank Guarantee No…………… **Date :**

To,
NTPC Limited,
Kahalgaon Super Thermal Power Station

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 ……………………
Name …………………………..
Official Address …………….

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

Signature......................................
Name..
Designation.....................................
Bank's Common Seal......................
Power of Attorney No.……………..

Note:

1. (*) The amount shall be as specified in the NIT/Bidding Documents.
   (**) This shall be the date of opening of bids.
   (***) Write the name and address of the Bidder. In case the bid is submitted by a Joint Venture in terms of Qualifying Requirements, write the name and addresses of all the Joint Venture Partners.
   (#) Complete mailing address of the Head Office of the Bank to be given.
   (@) This date shall be forty five days beyond the validity of bid.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

Annexure-07

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.: Date:

To,
NTPC Limited,

Dear Sirs,

Subject: Extension of Bank Guarantee No. ____________________ dated _______ for

_____*[indicate value of bank guarantee]* __________ favouring yourselves
expiring on ___________ on account of M/s ………*(Name of Bidder)*………
in respect of Contract for ____________*(Insert Package name)* ___________,
(hereinafter called original Bank Guarantee)

At the request of M/s _________________________ we ______________ Bank branch office at ________________________ and having its Head Office at ______________ do hereby extend our liability under the above mentioned Guarantee No. ___________ dated _________ for a further period of ________________ year/months from ________ to expire on _____________.

Except as provided above, all other terms and conditions of 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 …………………………………….
Authorised Vide
Power of Attorney No.......................

Dated ______________ **SEAL OF BANK**

List of Banks for SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

A UPDATED SCHEDULED COMMERCIAL BANK LIST

A SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Bank of Rajasthan
2. Catholic Syrian Bank
3. City Union Bank
4. Dhanalakshmi Bank Ltd.
5. Federal Bank Ltd
6. Jammu & Kashmir Bank Ltd
7. Karnataka Bank Ltd
8. Karur Vysya Bank Ltd
9. Lakshmi Vilas Bank Ltd
10. Nainital Bank Ltd
11. Kotak Mahindra Bank
12. Ratnakar Bank Ltd

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

13. South Indian Bank Ltd
14. Tamilnad Mercantile Bank Ltd
15. ING Vysya Bank Ltd
16. Axis Bank Ltd.
17. SBI Commercial & International Bank Ltd
18. IndusInd Bank Ltd
19. ICICI Bank
20. HDFC Bank Ltd.
21. Development Credit Bank Ltd
22. Yes Bank

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. The Royal Bank of Scotland N.V. (upto 1.07.2012)
3. Bank of America NA
4. Bank of Behrain & Kuwait B.S.C.
5. Mashreq Bank p.s.c.
6. Bank of Nova Scotia
7. Crédit Agricole Corporate and Investment Bank
8. BNP Paribas
9. Barclays Bank
10. Citi Bank N.A.
11. Deutsche Bank A.G.
12. The HongKong Shangai Banking Co. Ltd.
13. Oman International Bank S.A.O.G.
14. Societe Generale
15. Sonali Bank Ltd.
16. Standard Chartered Bank
17. J.P. Morgan Chase Bank
18. State Bank of Mauritus Ltd.
19. DBS Bank Ltd.
20. Bank of Ceylon
21. Bank International Indonesia
22. Arab Bangladesh Bank
23. Shinhan Bank.
24. China Trust commercial Bank.
25. Mizuho Corporate Bank Ltd
26. Krung Thai Bank public company Ltd.
27. Antwerp Diamond Bank N.V.
28. The Bank of Tokyo-Mitsubishi UFJ Limited.
29. Austalia & Newzealand Banking Group Limited (upto 30.04.2013)

E. OTHER PUBLIC SECTOR BANKS …………………> 1. IDBI Ltd

Annexure 09

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(The Bank Guarantee should be on a non-judicial stamp paper of **Rs. 1000=00** 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)

Bank Guarantee No................ **Date :**

To,
NTPC Limited,
Kahalgaon Super Thermal Power Station

Dear Sirs,

In consideration of the NTPC 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 Purchase 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 ten percent (10%) of the said value of the contract 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 any thing 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 ……………………………………………..
OFFICIAL ADDRESS ………………	DESIGNATION ………………………………..
	BANK'S COMMON SEAL ……………………….
2) SIGNATURE ………………………..	ATTORNEY AS PER POWER OF ATTORNEY
NAME ……………………………….	NO………..
OFFICIAL ADDRESS ………………	DATE ……………………………………………….

NOTE :

1. (*) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.

3.. The Stamp Paper of appropriate value shall be as per stamp purchased in the name of the Bidder/Bank issuing the guarantee.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.

एनटीपीसी NTPC

List of Banks for Submission of Bank Guarantee for Security Against Loan / Advance / CPG

A UPDATED SCHEDULED COMMERCIAL BANK LIST **A SBI AND ASSOCIATES** 1. State Bank of India 2. State Bank of Bikaner & Jaipur 3. State Bank of Hyderabad 4. State Bank of Mysore 5. State Bank of Patiala 6. State Bank of Travancore	**C SCHEDULED PRIVATE BANKS (INDIAN BANKS)** 1. ING Vysya Bank Ltd 2. ICICI Bank Ltd. 3. HDFC Bank Ltd. 4. Axis Bank Ltd. 5. Yes Bank upto 30.09.2015 and except for main plant packages / packages with estimated cost exceeding Rs. 10000 Million 6. IndusInd Bank Ltd upto 30.06.2012 and except for main plant packages / packages with estimated cost exceeding Rs. 5000 Million 7. Kotak Mahindra Bank upto 01.03.2013 and except for main plant packages with estimated cost exceeding Rs. 5000 Million 8. South Indian Bank Ltd upto 31.08.2012 and except for main plant packages / package with estimated cost exceeding Rs. 5000 Million
B NATIONALISED BANKS 1. Allahabad Bank 2. Andhra Bank 3. Bank of India 4. Bank of Maharashtra 5. Canara Bank 6. Central Bank of India 7. Corporation Bank 8. Dena Bank 9. Indian Bank 10. Indian Overseas Bank 11. Oriental Bank of Commerce 12. Punjab National Bank 13. Punjab & Sind Bank 14. Syndicate Bank 15. Union Bank of India 16. United Bank of India 17. UCO Bank 18. Vijaya Bank 19. Bank of Baroda	**D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)** 1. The Royal Bank of Scotland N.V. (upto 1.07.2012) and except for main plant packages 2. Bank of America NA 3. Bank of Nova Scotia 4. Crédit Agricole Corporate and Investment Bank 5. BNP Paribas 6. Barclays Bank 7. Citi Bank N.A. 8. Deutsche Bank A.G. 9. The HongKong Shangai Banking Co. Ltd. 10. Societe Generale 11. Standard Chartered Bank 12. DBS Bank Ltd. 13. Shinhan Bank (upto 31.03.2013) 14. Mizuho Corporate Bank Ltd upto 31.03.2014 15. The Bank of Tokyo-Mitsubishi UFJ Limited. 16. Austalia & Newzealand Banking Group Limited (upto 30.04.2013) and except for packages whose value exceeds Rs. 5000 Million
E. OTHER PUBLIC SECTOR BANKS …………………> 1. IDBI Ltd	

Annexure-11

BANK GUARANTEE VERIFICATION CHECKLIST

Sl.No.	Description	Yes	No.
		Please write "**Yes**" or "**No**"	
a)	Is the BG on Non Judicial Stamp Paper of Rs. 1000=00 as per Stamp Act?		
b)	Whether the date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of Stamp Vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the name of the executing Bank or the party on whose behalf the BG has been issued).		
c)	In case of BG has been executed on Letter Head of the Bank, whether adhesive stamp of Rs. 1000=00 has been affixed thereon?		
d)	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power no. etc. on the BG?		
e)	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Proforma?		
f)	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bid Documents?		
g)	In case of any changes in context of text, whether changes are of minor / clerical nature (which in no way limits the right of NTPC in any manner)?		
h)	In case of deviations in text of BG, which materially affect the right of NTPC, whether the changes have been agreed based on the opinion of Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.		
i)	Are the factual details such as Bidding Documents No. NOA/LOA/Contract No. Contract Price, Percentage of Advance. Amount of BG and validity of BG correctly mentioned in the BG?		
j)	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature and seal of executant?		
k)	Whether BG has been issued by a Bank in line with the provisions of BG / Contract Documents?		
l)	In case BG has been issued by a Bank other than those specified in Bid/Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid / Contract Documents?		

Annexure-12

Undertaking for Submission of ESI

(For new Vendor participating in Open Tender)

Ref : Bid invitation No.

To
NTPC Limited
Kahalgaon Super Thermal Power Station
Kahalgaon, Dist: Bhagalpur-813214

Dear sir

We will comply with the ESI rules and furnish ESI code /Sub- code from Bihar within 15 (fifteen) Days from issuance of Brief LOI in the event of becoming L-1 in case of non submission of ESI Code /sub code within the stipulated time, the same shall be treated as breach of contract and necessary action as deemed fit may be taken against us by NTPC, Kahalgaon.

(Signature along with seal of the Company/Firm)

Name :____________________________

Designation:________________________

Name of the Company/Firm.______________________

Date :_____________________________

Postal Address:____________________

____

____

Mob No./ Tel.No.:____________________

Annexure-13
Page 1 of 2

Bank Guarantee Form for Advance Payment

(Supply-Ex-Works)

(The Bank Guarantee should be on a non-judicial stamp paper of Rs. 1000=00 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)

Bank Guarantee No...
Date...

To,

NTPC Limited,
Kahalgaon Super Thermal Power Station
NTPC, Kahalgaon,
Dist. - Bhagalpur-813214 (Bihar)
Fax No-06429-226644/226281

Dear Sir,

In consideration of ……………………………..*[Employer's Name]*... ....(hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.……...*[Contractor's Name]*.......... with its Registered/Head Office at .... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. …... dated . and the same having been unequivocally accepted by the Contractor , resulting into a Contract bearing No …….. dated ….. valued at……….for *[Name of Contract]* … ....…...(hereinafter called the .... 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ....(in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We..*[Name and address of the Bank]... ……………..*having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of ... ..*[advance amount]*….............… as aforesaid at any time upto ....(@)…...….. without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and

the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

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

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

WITNESS :

(Signature)	(Signature)...
(Name)	(Name)...
(Official Address)	(Designation with Bank Stamp) Power of Attorney No....... Dated...

Notes:

1. (@) This date shall be ninety (90) days beyond the date of Completion of the Facilities.
2. The Bank Guarantee shall be from a Bank as mentioned at Annexure-VIII.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
4. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Annexure-V (Bank Guarantee Verification Check List). Further, the Contractor is required to fill up this Annexure-V (Bank Guarantee Verification Check List) and enclose the same with the Bank Guarantee.

Annexure-14

Bank Guarantee Form for Advance Payment
(Installation Services)
(The Bank Guarantee should be on a non-judicial stamp paper of Rs. 1000=00 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)

Bank Guarantee No...
Date...

To,
NTPC Limited,
Kahalgaon Super Thermal Power Station
NTPC, Kahalgaon,
Dist. - Bhagalpur-813214 (Bihar)
Fax No-06429-226644/226281

Dear Sir,
In consideration of ... ..[Employer's Name]... (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……...[Contractor's Name]....... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award No. .. . dated ….and the same having been unequivocally accepted by the Contractor , resulting into a Contract bearing No…...dated.......valued at ..... for ….[Name of Contract] ......(hereinafter called the 'Contract') and the Employer having agreed to make an interest bearing advance ('said Advance) to the Contractor amounting ... (in words and figures)... … in terms of the said Contractor for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We. ... [Name and address of the Bank] ……... having its Head Office at ……….(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of ... ..[advance amount]... ... as aforesaid along with interest @ 14.25% per annum calculated from the date of release of the said advance by the Employer to the Contractor, at any time up to ...(#)... .. without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding as to the amount and interest claimed by the Employer under this guarantee notwithstanding any difference between the Employer and the Contractor 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 Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to .[advance amount]........ along with interest thereon as aforesaid and it shall remain in force up to and including ......(#)…... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name]..... on whose behalf this guarantee has been given.

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

WITNESS :

(Signature)	(Signature)...
(Name)	(Name)...
(Official Address)	(Designation with Bank Stamp)
	Power of Attorney No.......
	Dated...

Notes:

1. (@) This date shall be ninety (90) days beyond the date of Completion of the Facilities.

2. The Bank Guarantee shall be from a Bank as mentioned at Annexure-VIII.

3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

4. While getting the Bank Guarantee issued, the contractor is required to ensure compliance to the points mentioned in Annexure-V (Bank Guarantee Verification Check List). Further, the Contractor is required to fill up this Annexure-V (Bank Guarantee Verification Check List) and enclose the same with the Bank Guarantee.

FORM OF INDEMNITY BOND

TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY THE EMPLOYER FOR PERFORMANCE OF ITS CONTRACT

(Entire Equipment Consignment in one lot)

(On non-Judicial stamp paper of appropriate value)

THIS INDEMNITY BOND is made this day of…....20 .....by.....*(Contractor's Name)* a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Registered Office at ...(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of *(Name of Employer)*, a Company incorporated under the Companies Act, 1956 having its Registered Office at ..... and its project at (hereinafter called ".....".. *{Abbreviated name of the Employer}*" which expression shall include its successors and assigns) :

WHEREAS ....@................... has awarded to the Contractor a Contract for…..vide its Notification of Award/Contract No... ..dated ….. and its Amendment No. ..... and Amendment No..., *(applicable when amendments have been issued)* (hereinafter called the Contract") in terms of which ......@.... is required to hand over various Equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of... .... @ ......for the Equipments handed over to it by ... .@........ for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at *(amount in Figures)*...*(amount in words)* ..... handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep ... ...@... . indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the Equipment etc. as per despatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of ..@...

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at ... ...@... ... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by....@... The Contractor undertakes to keep ...@...harmless against any loss or damage that may be caused to the Equipments.

3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That ....@.... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard.
Further, .@.... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of ... .@... . to return the Equipments without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of....@.... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and /or shall pay the amount of loss to…..@... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ....@... against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of.@...., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE					
Particulars of the Equipments handed over	**Quantity**	**Particulars of Dispatch title Documents**		**Value of the Equipments**	**Signature of Attorney in token of receipt**
		RR/GR/ Bill of lading No & Date	**Carrier**		

For and on behalf of
(Contractor's Name)

WITNESS:

1.

1. Signature ...	Signature ...
2. Name ...	Name ...
3. Address ...	Designation of ... Authorised representative*

2.

1. Signature ...	Signature ...
2. Name ...	Name ...
3. Address ...	Designation of ... Authorised representative*

* Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii). In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photo-stat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

ANNEXURE-16
Page 1 of 1

Proforma of certificate from the CEO/CFO of the Holding Company

(To be submitted by Bidder along with the Bid)

Ref. : **Date**

To,
AGM (C&M)
Kahalgaon Super Thermal Power Station
NTPC, Kahalgaon,
Dist. - Bhagalpur-813214 (Bihar)
Fax No-06429-226644/226281

Dear Sir,

1.0 I, M/S ----------------- (CEO of the company / CFO of the company)* declare that M/S ----------------------- (Name of the bidder) is the Holding Company of M/S -------------------- (Name of the Holding Company).

2.0 I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no. -------------- dtd. --------------- have been considered for the purpose of the finalization of consolidated financial statements of the Holding Company as part of the Annual Reports.

3.0 I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and / or Annual Report of the Holding Company.

Thanking you.

Yours faithfully

Name & Designation -----------
Name of the Company ----------
(Seal of company) --------------

Note: * Strike off whichever is not applicable.

ANNEXURE-17
Page 1 of 1

Proforma of Letter of Undertaking by the Holding Company

(To be executed on Non-Judicial Paper of requisite value i.e. Rs. 1000/-)

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying Requirement]

Ref. : **Date**

To,
AGM (C&M)
Kahalgaon Super Thermal Power Station
NTPC, Kahalgaon,
Dist. - Bhagalpur-813214 (Bihar)
Fax No-06429-226644/226281

Dear Sir,

1. We, M/S ------------------ (Name of the Holding Company) declare that we the holding company of M/S ----------------- (Name of the Bidder and have controlling interest therein.

   M/S ------------- (Name of the Bidder) proposes to submit the bid for the package ------------ (Name of the package) for --------------- (Name of the Project) under bid reference no. -------- dtd. ----------- and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement.

2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/S ----------------- (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/S ------------ (Name of Bidder) would be required to undertake in terms of the contract including the Performance Security as well as other obligations of the Bidder / Contractor.

3. This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and / or till it is discharged by NTPC.

4. We are herewith enclosing a copy of the Board Resolution in support of the undertaking.

Thanking you,

Yours faithfully

(Signature of Authorised signatory)
(On behalf of the Holding Company)

WITNESS :

Name & Designation ---------------

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

Name of the Holding Company ------
Seal of Holding Company……………..

ANNEXURE-18
Page 1 of 1

PROFORMA OF LETTER OF UNDERTAKING BY THE TREASURY CENTRE

(To be executed on Non-Judicial Paper of requisite value i.e. Rs. 1000/-)

[To be executed by the Treasury Centre and submitted by the Bidder along with the Bid, in case financial support is being extended by the Treasury Centre to the Bidder for meeting the stipulated Financial Qualifying Requirement]

Ref. : **Date**

To,
AGM (C&M)
Kahalgaon Super Thermal Power Station
NTPC, Kahalgaon,
Dist. - Bhagalpur-813214 (Bihar)
Fax No-06429-226644/226281

Dear Sir,

1.0 We, M/S -------------- (Name of the Treasury Centre), declare that we are the Treasury Centre of M/S --------------- (Name of the Bidder).

M/S ----------- (Name of the Bidder) proposes to submit the bid for the package ------------- (Name of the package) for ------------------ (Name of the Project) under bid reference no. ---------- dated ----------- and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement.

2.0 We hereby undertake that we hereby pledge our unconditional and irrevocable financial support for the execution of the said package to M/S ---------------- (Name of the bidder), for the execution of the contract, in case they are awarded the contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/S ----------------- (name of the bidder) would be required to undertake in terms of the contract including the Performance Security as well as other obligations of the Bidder / Contractor.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and / or till it is discharged by NTPC.

4.0 We are herewith enclosing a copy of the Board of the Board Resolution in support of this undertaking.

Yours faithfully

(Signature of Authorized signatory)

(On behalf of the Treasury Centre)

WITNESS :

1. --------------

Name & Designation ---------------
Name of the Holding Company -----
Seal of Holding Company………………

2. ---------------