

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703335119

अनुबंध तिथि | Contract Generated Date : 31-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4369909](#)

| संगठन विवरण   Organisation Details  | खरीदार विवरण   Buyer Details  |
|---|---|
| प्ररूप   Type : Central PSU<br>मंत्रालय   Ministry : Ministry of Power<br>विभाग   Department : NA<br>संगठन का नाम   Organisation Name : NTPC Limited<br>कार्यालय क्षेत्र   Office Zone : cg | पद   Designation : Senior Manager<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : buycon76.nl.mp@gembuyer.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : NTPC Ltd , Western Region-II Head Quarter , Plot No. -87, Sector-24, Atal Nagar, Nava Raipur , Raipur , Chhattisgarh, RAIPUR, CHHATTISGARH-492101, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail  | भुगतान प्राधिकरण विवरण   Paying Authority Details |
|---|---|
| आईएफडी सहमति   IFD Concurrence : No<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: NTPC Limited<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : NTPC Limited | Role: CONSIGNEE                                   |

| परोक्षिती विवरण   Consignee Details |   |   |
|-------------------------------------|---|---|
| क्र.सं.   S.No                      | परोक्षिती नाम & पता   Consignee Name & Address  | सेवा विवरण   Service Description  |
| 1                                   | संपर्क   Contact : -<br>ईमेल आईडी   Email ID : buycon102.nl.mp@gembuyer.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : NTPC LIMITED, KHARGONE SUPER THERMAL POWER PROJECT, VILLAGE: SELDA, PO-KHEDI(BUZURG), SO-BEDIYA, DISTRICT-KHARGONE(MP)-451113, WEST NIMAR, MADHYA PRADESH-451113, India | Custom Bid for Services - Biennial Contract of Horticulture Maintenance Work in Plant Area at NTPC Khargone |

| सेवा प्रदाता विवरण   Service Provider Details  |  |
|--|--|
| जेम विक्रेता आईडी   GeM Seller ID : H0Z7210002021690<br>कंपनी का नाम   Company Name : AAKRITI ENTERPRISES (PROP-GAUTAM KUMAR SINGH)<br>संपर्क नंबर   Contact No. : 08530815603<br>ईमेल आईडी   Email ID : aakriti.entp@gmail.com<br>पता   Address : LIG-10,SADA COLONY,,SADA COLONY,,RAGHOGARH, Guna, MADHYA PRADESH-473226, -<br>एमएसएमई सत्यापित   MSME verified : Yes<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MP-19-0001604<br>एमएसएमई सामाजिक श्रेणी   MSE Social Category : General<br>एमएसएमई लिंग श्रेणी   MSE Gender : Male<br>जीएसटीआईएन   GSTIN: 23AYFPS0022F1ZZ |  |

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

| सेवा विवरण   Service Details |
|------------------------------|
|------------------------------|

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 07-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 06-Apr-2026

श्रेणी नाम | Category Name : Custom Bid for Services

| बिलिंग चक्र   Billing Cycle: monthly   |   |  |                                     |
|--|---|--|-------------------------------------|
| विवरण   Description  |   | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Lumpsum Cost of Service in totality |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Biennial Contract of Horticulture Maintenance Work in Plant Area at NTPC Khargone | 1  | 17275033.56                         |
| Regulatory/ Statutory Compliance of Service  | YES   |  |                                     |
| Compliance of Service to SOW, STC, SLA etc   | YES   |  |                                     |
| कुल राशि (सूत्र)   Total Amount (Formula) :<br>(1*Lumpsum Cost of Service in totality)       |   |  |                                     |
| एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)                                     |   |  | 17275033.56                         |
| कुल एडऑन मूल्य   Total Addon Value(INR)  |   |  | 0                                   |
| एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)                                      |   |  | 17275033.56                         |

अनुबंध की राशि | Amount of Contract

|   |             |
|---|-------------|
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)  | 17275033.56 |
| एसएलए विवरण   SLA Details   |             |
| <p><b>Preface :</b> Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"><li>1. General Terms and Conditions for Goods and Services;</li><li>2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,</li></ol> <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p><b>Intended Objectives And Goals of SLA :</b> The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"><li>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li><li>2. Present a clear, concise and measurable description of service offered to the buyer</li><li>3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li><li>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li><li>5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</li></ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"><li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li><li>2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li></ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"><li>● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li><li>● Make sure that specifications are endorsed by key stakeholders .</li><li>● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .</li><li>● The scope of work should mention what the outcome is based upon – time or material?</li><li>● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .</li><li>● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.</li><li>● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .</li><li>● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"</li></ul> <p><b>Important Note :</b> Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p><b>Price Variation Clause:</b></p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p> |             |
| <p><b>शुद्धिपत्र   Corrigendum</b></p> <ol style="list-style-type: none"><li>1. GeM-Bidding-Corr-5771854-2.pdf :<a href="#">यहाँ क्लिक करें</a>   <a href="#">click here</a></li></ol> <p><b>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार   Additional Required Data/Document(s) : Buyer</b></p> <ol style="list-style-type: none"><li>1. Instruction To Bidder : <a href="#">click here</a></li><li>2. Pre Qualification Criteria ( PQC ) etc if any required : <a href="#">click here</a></li><li>3. Penalties : <a href="#">click here</a></li><li>4. Special Terms and Conditions (STC) of the Contract : <a href="#">click here</a></li><li>5. Service Level Agreement (SLA) : <a href="#">click here</a></li><li>6. Payment Terms : <a href="#">click here</a></li><li>7. Project Experience and Qualifying Criteria Requirement : <a href="#">click here</a></li><li>8. Any other Documents As per Specific Requirement of Buyer -1 : <a href="#">click here</a></li></ol>   |             |

9. Any other Documents As per Specific Requirement of Buyer -2 : [click here](#)
10. Buyer's Competent Authority Approval : [click here](#)
11. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) :[click here](#)
12. GEM Availability Report ( GAR) : [click here](#)
13. Scope of Work :[click here](#)
14. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)
3. Compliance Documents In Respect Of Sow Etc :[click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
5. Compliance Document In Respect Of Approach & Methodology : [click here](#)
6. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
7. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
9. Any Other Documents As Per Bid (ii) : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (iii) : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

|   |       |
|---|-------|
| सलाहकार बैंक   Advisory Bank :  | ICICI |
| ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):   | 10.00 |
| बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions |       |
|   |       |

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 *Buyer Added Bid Specific ATC:*  
Buyer Added text based ATC clauses

## Qualifying Requirements.

**Qualifying requirements shall be as per NIT.**

|

**EMD**

(1) EMD is to be submitted in the form of Bank Guarantee in the format specified in the Bid Document only.

*Submission of EMD BG in GeM Format shall not be accepted and such Bids shall be outrightly rejected.*

(2) A copy of EMD BG is to be uploaded on GeM Portal during Bid submission. Hard copy of EMD BG shall reach to following address within 10 days from Bid opening on GeM Portal:

Tapas Mishra, DGM (C&M),  
NTPC Limited,  
CPG-1, Plot No. -87, Sector-24, Atal Nagar,  
Nava Raipur, Raipur, Chhattisgarh,

In case Hard copy of BG is not received within the stipulated time, Bid is liable to be rejected.

The BG towards EMD 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.

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

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.

The format of the message for confirmation of the BG shall be as below:

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

(4) EMD exemption: Micro and Small Enterprises (MSEs) having UDYAM Registration, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit. Such registered bidders will have to submit UDYAM Registration Certificate, as a proof of being MSE on GeM Portal.

(5) To avail MSE benefit in respect of EMD exemption and purchase preference, Bidder should be a manufacturer of offered product. Traders are excluded from purview of MSE benefit.

#### Check List

| Attachment | Applicable<br>(YES/NO) | Mode of Submission (Physical/Online/ Both) |
|------------|------------------------|--|
|------------|------------------------|--|

|   |                |  |
|---|----------------|--|
| Attachment 1: Bid Security                                      | YES            | In the Form of EMD BG.<br><br>(i) To be uploaded online on GeM Portal along with Bid<br><br>(ii) Original Hard copy of EMD BG to be sent in sealed envelope to CPG-1 |
| Attachment 2: Authority to Sign the bid                         | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 3: Bidder's Qualifications                           | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 4: Subcontractors Proposed by the Bidder             | NO             | -----  |
| Attachment 5: Equipment/ Machinery deployment Schedule          | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 6: General Declaration of Bidder                     | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 8: Details of PF, ESI, PAN and GSTIN Regn            | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 9: Declaration Regarding GST                         | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 10: Technical Compliance                             | NO             | -----  |
| Attachment 11: Declaration of Local Content                     | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Attachment 12: Integrity Pact                                   | Not Applicable | Not Applicable   |
| Attachment 12A: Details of Foreign Principals of Indian Bidders | NO             | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| 'NIL' Deviations Certificate (Attachment-13)                    | YES            | To be uploaded online on GeM Portal along with Techno Commercial offer   |
| Declaration on Qualifying Requirements (Attachment-             | YES            | To be uploaded online on GeM Portal along with   |

|  |     |  |
|--|-----|--|
| 13)  |     | Techno Commercial offer  |
| Declaration on Banning Policy (Attachment-13)          | YES | To be uploaded online on GeM Portal along with Techno Commercial offer |
| Declaration on Fraud Prevention Policy (Attachment-13) | YES | To be uploaded online on GeM Portal along with Techno Commercial offer |
| Price Bid  | YES | BoQ Excel Sheet  |
|  |     |  |

## Corrigendum-01

| Sl.no.              | Existing Clause in ATC  | NEW Clause  |
|---------------------|---|---|
| ITB Cl. 17.0 A( II) | <p><b>(i) Acceptance of conditions of GTE</b></p> <p><b>Following conditions specified in the GTE:</b></p> <p><b>a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)</b></p> <p><b>b) Compliance On Qualifying requirement</b></p> <p><b>c) Acceptance of NTPC Safety Rules</b></p> <p><b>d) Acceptance of NTPC Fraud Prevention Policy</b></p> <p><b>e) Declaration On Debarment Policy</b></p> | <p><b>(i) Acceptance of conditions of GTE</b></p> <p><b>Following conditions specified in the GTE:</b></p> <p><b>a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)</b></p> <p><b>b) Compliance On Qualifying Requirement</b></p> <p><b>c) Acceptance of NTPC Safety Rules</b></p> <p><b>d) Acceptance of NTPC Fraud Prevention Policy</b></p> <p><b>e) Declaration On Debarment Policy</b></p> <p>(f) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC</p> <p><b>(g) Compliance to clause "Conflict of Interest"</b></p>   |
| SCC Clause-66       | New clause added to ITB clause 36   | <p>36. Conflict of Interest</p> <p>36.1.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests.</p> <p>A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</p> <p><b>b) they have the same legal representative/agent for purposes of their bids; or</b></p> <p><b>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or in</b></p> |

fluence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or

d) indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

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

f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and

ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

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

**36.1.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by accepting the following General Technical Evaluation (GTE) of the Tender vide Attachment -13**

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

*Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.*

|  |               |  |
|--|---------------|--|
|  | Attachment-13 | Revised Attachment-13 and ATC enclosed |
|  |               |  |



NTPC LTD

(A Government of India Enterprise)

C&M, CPG-1, USSC NTPC RAIPUR

*Additional Terms and Conditions (ATC)*

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

*NIT / Tender Enquiry NO.*

**Name of Package: Biennial Contract of Horticulture Maintenance Work in Plant Area at NTPC Khargone.**

1. Additional Terms & Conditions (ATC) of this tender comprises the following documents:
  - a. Section-I: Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT).
  - b. Section-II: Instructions to Bidders (ITB).
  - c. Section-III: General Conditions of Contract (GCC).
  - d. Section-IV: Special Conditions of Contract (SCC).
  - e. Section-V: Technical Specifications and Bid Drawings (Scope of Supply/Service).
  - f. Section-VI: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ).
  - g. Section-VII: Forms and Procedures INCLUDING Attachment-3.
  - h. Attachment-9 (Placed at Bottom as Annexure-9 & attached)
  - i. Attachment-13 (Placed at Bottom as Annexure-13 & attached)
2. Terms and Conditions stipulated in ATC will supersede those in GEM GTC in case of any conflicting provisions.
3. Bidders are required to submit the documents as mentioned in the check list in GeM added text-based ATC clauses below while submitting their bid and submit the dully filled check list online on GeM portal.
4. The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security/\*Security for the Deed of Joint Undertaking (if applicable)/\*Advance payment (if applicable) included in the Employer's Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security/\*Security for the Deed of Joint Undertaking (if applicable) included in the Employer's Bidding Documents only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

Formats of the documents required to be submitted as per this check list can be referred from "Section-VII: Forms & Procedures".

Check List

| Sl. No. | FORMS & PROCEDURE (Section VII) | Document Required  | Action required   | Submitted tick(✓) |
|---------|---------------------------------|--|---|-------------------|
| 1       | Attachment 1:                   | Bid Security / EMD (as per ITB Clause No. 14.0)<br><br>(i) Bank Guarantee/Insurance Surety Bond, strictly in the format provided in the tender document, Amount as per NIT, validity as per tender document.<br>OR<br>(ii) MSE (UDYAM only) certificate towards exemption of Bid Security / EMD (As applicable). | To be uploaded online<br><br>AND<br><br>Original BG/ISB to be submitted physically. |                   |
| 2       | Attachment 2:                   | Authority to Sign the bid  | To be uploaded online   |                   |
| 3       | Attachment 3:                   | NA   | (NOT-APPLICABLE)  |                   |
| 3A      | Attachment 3A                   | Bidder's Qualifications - Copies of Documentary evidence in support of the qualification criteria as per ITB Clause No. 5.4. (Undertaking duly certified and verified documents from their Independent Statutory Auditors (ISA) or specified TPIA in support of meeting QR)                                      | To be uploaded online (Duly filled)   |                   |
| 4       | Attachment 4                    | Subcontractors Proposed by the Bidder  | (NOT-APPLICABLE)  |                   |
| 5       | Attachment 5:                   | Equipment/ Machinery deployment Schedule   | (NOT-APPLICABLE)  |                   |
| 6       | Attachment 6:                   | General Declaration of Bidder  | To be uploaded online   |                   |
| 7       | Attachment 7:                   | Electronic Fund Transfer (EFT) Authorization Form  | IF vendor code not allotted.  |                   |
| 8       | Attachment 8:                   | Details of PF, ESI, PAN and GSTIN Regn   | To be uploaded online duly filled in  |                   |
| 9       | Attachment 9:                   | Declaration Regarding GST  | Read Attachment 9 & As per participation (Refer Sr No 3)/ To be uploaded online     |                   |
| 10      | Attachment 10:                  | Technical Compliance   | To be uploaded online duly filled in  |                   |
| 11      | Attachment 11:                  | Declaration of Local Content   | To be declared through undertaking at Attachment-13                                 |                   |
| 12      | Attachment 12:                  | Integrity Pact as per Performa (pre-signed by employer) duly signed & Stamped at each page   | Not Applicable  |                   |
| 12A     | Attachment 12A:                 | Details of Foreign Principals of Indian Bidders (if applicable)  | (NOT-APPLICABLE)  |                   |
| 13      | Attachment 13:                  | Undertaking for compliance of Important Conditions of Tender   | Read Attachment 13 & As per participation (Refer Sr No 3)/ To be uploaded online    |                   |
| 14      |                                 | Schedule of Quantities & Prices i.e. Financial Bid (Price Bid)   | To be filled online on GeM portal   |                   |

|         |                  |                           |
|---------|------------------|---------------------------|
|         |                  | Attachment-13             |
| Sl. No. | Undertaking Type | Provisions of Undertaking |

|    |  |  |
|----|--|--|
| 1. | Nil Deviation Certificate              | <p>No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following condition:</p> <p>"Do you certify full compliance to all Provisions of Bid Doc"</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that:</p> <p>(1) any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.</p> <p>(2) Bidder has read the contents of Debarment Policy (version mentioned in ITB/SCC) displayed on the website <a href="http://www.ntpc.co.in">www.ntpc.co.in</a> / <a href="http://www.ntptender.ntpc.co.in">www.ntptender.ntpc.co.in</a> and agreed to abide by this policy.</p> <p>a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.</p> <p>b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under:</p> <p>that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p> <p>The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.</p> <p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <a href="https://ntptender.ntpc.co.in/">https://ntptender.ntpc.co.in/</a>.</p> <p>Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer by accepting the following GTE</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of Employer as displayed on tender website at <a href="https://ntptender.ntpc.co.in/">https://ntptender.ntpc.co.in/</a> under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of Employer.</p> <p>Conflict of Interest:</p> <p>Bidders shall certify their compliance on "Conflict of Interest clause" of Bidding documents/ITB by accepting the following GTE:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p><i>Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.</i></p> |
| 2. | Declaration on Qualifying Requirements | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you certify full compliance on Qualifying Requirements"</p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the ITB clause 11.3.1 (m) &amp; Clause 3 of NIT.</p>   |

|    |   |  |
|----|---|--|
| 3. | Declaration on Safety Policy  | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you accept the Safety Policy of NTPC".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the provisions of GCC Sub-Clause 10.4.9.</p>   |
| 4. | Declaration on Fraud Prevention Policy  | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you accept the Fraud Prevention Policy of NTPC".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Fraud Prevention Policy of the Employer displayed on NTPC's website <a href="http://www.ntpc.tender.ntpc.co.in">http://www.ntpc.tender.ntpc.co.in</a> indicating his compliance to the provisions of ITB Sub-Clause 29.0.</p>   |
| 5. | Declaration on Local Content  | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender."</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Supplier.</p> <p>In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p>  |
| 6. | Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India?" / "Do you certify full compliance to all provisions of Bid Documents?"</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled 'Termination for Contractor's Default' and shall be dealt accordingly.</p> |
| 7. | Acceptance of integrity pact (if applicable)  | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you Commit to all the provisions of the Integrity Pact?"</p> <p>On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept &amp; commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.</p>  |

Date.....

Signature .....

Place.....

Name.....

ATTACHMENT - 9

DECLARATION REGARDING GST

Bidder's Name and Address:

To

NTPC Ltd.

.....

.....

.....Declaration rega

| Sl. No. | Item Description   | HSN<br>Code | GST Rate (%) |
|---------|--|-------------|--------------|
| 1.      | Biennial Contract of Horticulture Maintenance Work in Plant Area at NTPC Khargone. |             | *18.0%       |
|         |  |             |              |

**Note: During Execution of the Contract applicable GST shall be paid/reimbursed by the Employer on submission of (GSTIN) Invoice.**

**\* Prefilled as 18%, bidder may modify the same in doc file and submit, otherwise shall be considered as 18%.**

Date.....

Signature .....

Place.....

Name.....

Designation.....

Company Seal.....

ATTACHMENT -

NAME OF WORK :

BIDDING DOCUMENT NO.

**(NO DEVIATION CERTIFICATE)  
(ACCEPTANCE OF FULLY COMPLAINT BID)**

1. With reference to our Bid Proposal for ..... BIDDING DOCUMENT NO. ....  
.....

, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno- Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2. We further confirm that any deviation, variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendment(s)/Clarification(s)/Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid Security shall be forfeited.

**Date :**

**(Signature).....**

**Place :**

**(Printed Name).....**

.....

**(Designation).....**

**(Common seal).....**

**NAME OF WORK :**

ATTACHMENT -

BIDDING DOCUMENT NO. ....

COMPLIANCE ON QUALIFYING REQUIREMENT

Dear Sir

1.0 With Reference to our Bid Proposal No. dated  
for \_\_\_\_\_, DOCUMENT NO. \_\_\_\_\_, We hereby declare that, the reference works mentioned by us in Attachment No.  
3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are true to the best of my Knowledge.

Date : Name of Authorised Person

Place : Designation

ATTACHMENT –

.....PACKAGE

FOR

..... THERMAL POWER PROJECT,

BID DOCUMENT NO. CS-.....

(Form of Acceptance of NTPC Safety Rules)

Dear Sirs,

We have read the contents of the NTPC Safety Rules displayed on its tender website <http://www.ntptender.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 NTPC Safety Rules.

Date : Name of Authorised Person

Place : Designation

ATTACHMENT –

.....PACKAGE

FOR

..... THERMAL POWER PROJECT,

BID DOCUMENT NO. CS-.....

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY)

Dear Sirs,



We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntptender.com> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the said Fraud Prevention Policy of NTPC.

Date : Name of Authorised Person

Place : Designation

ATTACHMENT – XX

..... PACKAGE

FOR

..... PROJECT

BIDDING DOCUMENT NO. ....

(Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy)

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at <https://ntptender.ntpc.co.in/> under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

Date : Name of Authorised Person

Place : Designation

ATTACHMENT -

Page 1 of 1

.....PACKAGE

FOR

..... THERMAL POWER PROJECT,

BID DOCUMENT NO. CS-.....

(DECLARATION ON DEBARMENT POLICY)

Dear Sirs

1) We have read the contents of the Debarment Policy of NTPC attached with this Bidding Document and agree to abide by this policy. Further, in terms of requirement under Debarment Policy we hereby declare the following:

- a) We have not been Debarred/Banned / Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
- b) We have not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences
- c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

2) We further declare as under:

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

Date : Name of Authorised Person

Place : Designation

ATTACHMENT –

..... PACKAGE

FOR

..... PROJECT

BIDDING DOCUMENT NO. ....

(Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the ITB Clause 36 regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid ITB\* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB\* Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

Date : Name of Authorised Person

(UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS OF TENDER BY BIDDER)

(To be uploaded online on the portal)

Dear Sirs,

We hereby confirm that, we have carefully read the provisions of the following undertakings and accepting the same:

| Sl. No. | Undertaking Type          | Provisions of Undertaking  |
|---------|---------------------------|--|
| 1.      | Nil Deviation Certificate | <p>No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following condition:</p> <p>"Do you certify full compliance to all Provisions of Bid Doc"</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that:</p> <p><b>(1)</b> any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.</p> <p><b>(2)</b> Bidder has read the contents of Debarment Policy (version mentioned in ITB/SCC) displayed on the website <a href="http://www.ntpc.co.in">www.ntpc.co.in</a> / <a href="http://www.ntpctender.ntpc.co.in">www.ntpctender.ntpc.co.in</a> and agreed to abide by this policy.</p> <p><b>a)</b> Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.</p> <p><b>b)</b> Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p><b>c)</b> Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under:</p> |

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|--|--|--|
|  |  | <p>that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p> <p>The version of Policy for Debarment from Business Dealings presently followed by NTPC is Rev-4.</p> <p><b>Anti-Bribery and Anti-Corruption (ABAC) Policy:</b></p> <p>The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <a href="https://www.ntpc.co.in">https://www.ntpc.co.in</a></p> |
|--|--|--|

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|----|--|--|
|    |  | <p><a href="http://ntptender.ntpc.co.in/">://ntptender.ntpc.co.in/</a>.</p> <p>Bidders shall certify their compliance on "Anti-Bribery and Anti- Corruption (A BAC) Policy" of Employer by accepting the following GTE at the e-Tender Portal :</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e- Tender P ortal shall be considered as bidder's confirmation that they and their employe es along with their associate / collaborator/ subcontractors / sub vendors / co nsultants / service providers shall strictly abide by "Anti- Bribery and Anti-Corr uption (ABAC) Policy" of Employer as displayed on tender website at <a href="https://nt pctender.ntpc.co.in/">https://nt pctender.ntpc.co.in/</a> under section 'policy docs' and undertake that they repre sent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery an d the ABAC Policy of Employer.</p> <p>Conflict of Interest:</p> <p>Bidders shall certify their compliance on "Conflict of Interest clause" of Biddin g documents/ITB by accepting the following GTE:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p><i>Acceptance of above GTE shall be considered as Bidder's confirmation that Bi dder has read and understood the Clause regarding "Conflict of Interest" and i ts bid is in compliance to this clause. In case it is established that Bidder has pr ovided any false information in pursuance of the aforesaid Clause, while comp eting for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited. In case of a successful bidder, if it is established that the Bidder h as not complied with terms of aforesaid Clause, during execution of contract, t his would be considered as fraudulent practice as mentioned in para 5.1 (j) of " Policy for Debarment from Business Dealings" and shall be dealt accordingly</i></p> |
| 2. | Declaration on Qu alifying Requireme nts | <p>Bidders are required to confirm acceptance of the same by accepting the followin g condition:</p> <p>"Do you certify full compliance on Qualifying Requirements"</p> <p>Acceptance of above condition shall be considered as bidder's confirmat ion to the ITB clause 11.3.1 (m) &amp; Clause 3 of NIT</p>  |
| 3. | Declaration on Saf ety Policy            | <p>Bidders are required to confirm acceptance of the same by accepting the followin g condition:</p> <p>"Do you accept the Safety Policy of NTPC".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that t hey shall abide by Safety Policy of the Employer as per the provisions of GCC Sub- Clause 10.4.9.</p>  |
| 4. | Declaration on Fra ud Prevention Poli cy | <p>Bidders are required to confirm acceptance of the same by accepting the followi ng condition:</p> <p>"Do you accept the Fraud Prevention Policy of NTPC".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Fraud Prevention Policy of the Employer displayed on NTPC's website <a href="http://www.ntpctender.ntpc.co.in">http://www.ntpctender.ntpc.co.in</a> indicating his compliance to the provisions of ITB Sub-Clause 29.0.</p>  |
| 5. | Declaration on Loc al Content            | <p>Bidders are required to confirm acceptance of the same by accepting the followi ng condition:</p> <p>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in t he PACKAGE FOR COMPLETE SCOPEOF WORK meets the MINIMUM LOCAL CONT ENT requirements of the Tender."</p>   |

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|--|--|--|
|  |  | <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Supplier.</p> <p>In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTPC.</p> |
|--|--|--|

|    |  |  |
|----|--|--|
| 6. | <p>Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India</p> | <p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India?" / "Do you certify full compliance to all provisions of Bid Documents?"</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled 'Termination for Contractor's Default' and shall be dealt accordingly.</p> |
|----|--|--|

## 2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.