



## VOLUME-IIIIE - ANNEXURES, FORMATS ETC

VOLUME IIIIE ANNEXURE, FORMAT ETC

CAPACITY 1X500 MW

PROJECT FGUTPP, 1X500 MW, STAGE-IV, UNCHAHAR, U.P



*A Joint Venture Company of NTPC & BHEL*

**NTPC BHELPOWER PROJECTS PVT. LTD  
(A Joint Venture Company of NTPC & BHEL)  
Core 3, 4th Floor, Scope Minar, Laxmi Nagar,  
Delhi 110092**

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## ANNEXURE - A

### DECLARATION SHEET

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site, namely, \_\_\_\_\_ site, under specification no : \_\_\_\_\_, issued by NTPC BHEL POWER PROJECTS PRIVATE LIMITED, NEW DELHI, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

I/ We, have carefully perused the following documents connected with the above specification and agree to abide by the same.

1. Volume-I/ Volume-II/ Volume-IIIA/ Volume-IIIB/ Volume-IIIC/ Volume-IIID/ Volume-IIIE of tender
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the NBPPL's website ([www.nbppl.in](http://www.nbppl.in)) and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned NBPPL website shall prevail only.

I/we, further certify that Sri \_\_\_\_\_ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the Earnest money deposit in the form prescribed and as stipulated towards Bid Security/ Earnest money deposit for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide NBPPL cash receipt No \_\_\_\_\_, dated \_\_\_\_\_, Call deposit no \_\_\_\_\_, dated \_\_\_\_\_, Demand draft no \_\_\_\_\_, dated \_\_\_\_\_, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by NBPPL, New Delhi- 110092.

(OR)

I/We have submitted the bid security in the form of DD( No:....., dt:.....) or BG( No:.....,dt: .....), for an amount of Rs .....SDPBG shall be submitted by me/us on award of contract.

I/We, further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the annexure enclosed thereto.

Date : \_\_\_\_\_ Tenderer: \_\_\_\_\_

Place: \_\_\_\_\_ Address: \_\_\_\_\_

Witnesses with their addresses

Signature	Name	Address
-----------	------	---------

- 1.
- 2.
- 3.

Authorized representative's signature with name and address.

## ANNEXURE - B GENERAL INFORMATION ABOUT THE TENDERER

### FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organization

A1	Name of site incharge	
A2	Qualification and experience	

b) Engineering staff:

S. No	No of Officials	Designation	Specialists, if any (indicate the area of specialization)	Qualification with experience	State no, proposed to be deployed	Remarks if any
1	2	3	4	5	6	7

c) Details of technical staff:

S. No	Category	Total no on roll	Nos. proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

## FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation a) For Engineers/supervisors/other staff

S. No	Category	Type of accommodation	Facilities provided	Remarks

b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.

2. Medical
3. Conveyance
4. Other amenities

Signature of the tenderer

## ANNEXURE - C

### PROFORMA OF FINANCIAL VIABILITY

1. Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - a.
  - b.
  - c.
3. Value of fixed assets of the business in last three years.
  - a.
  - b.
  - c.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).
7. Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

Note: All the above documents should be duly certified by auditors /bank as may be applicable.

#### **Note**

All the above documents should be duly certified by auditors/bank as may be applicable.

Signature of the tenderer

**ANNEXURE – D**  
**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

S. No	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnage	Date of award	Contract value in Rs lac	%age work completed & due date for completion	Date of completion if job is already over	No of skilled / unskilled workers deployed	No of engineer & supervisor deployed	Details of major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer





**ANNEXURE – F**  
**STATUS OF T&P AND DEPLOYMENT PLAN**

**F1. STATUS OF TOOLS AND PLANTS**

SL NO	NAME OF EQUIPMENT	QTY OWNED	REGISTRATION NO WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer



# VOLUME-III E - ANNEXURES, FORMATS ETC

## F2. MONTHWISE TOOLS & PLANTS DEPLOYMENT PLAN [INDICATE NO OF PERSONS TO BE DEPLOYED IN EACH MONTH]

SL. NO.	CATE GORY	MONT H-1	MONT H-2	MONT H-3	MONT H-4	MONT H-5	MONT H-6	MONT H-7	----SO ON			

Signature of the tenderer

## ANNEXURE – G

### ANALYSIS OF QUOTED RATE

Sl no.	Description	Percentage quoted rate	of	Remarks
1	Salary & wages of staff and workers			
2a	Consumables			
2b	Gases			
2c	Welding Electrodes			
2d	P.O.L.			
	Others			
3	Depreciation and maintenance for T&P			
4	Depreciation and Maintenance for other items			
5	Establishment and administration expenses of site			
6	Overheads			
7	Profit			

Signature of the tenderer

## ANNEXURE – H CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.

01. Name and address of the tenderer :
02. Telegraphic/Telex address :
03. Phone no/FAX no (Office) :
04. Details about type of the firm/company :
05. Name and designation of the official of the tenderer :
06. Attested copy of the Power of Attorney :
07. Tenderers proposal no and date :
08. Whether EMD/Bid Security submitted and submission details :
09. Declaration sheet (in the format of Annexure-A) :
10. Details of experience (in the format of Annexure-D) :
11. Month wise & category wise manpower deployment : Plan (in the format of Annexure-E)
12. Status of T&P and monthwise deployment plan (in the format of Annexure-F) :
13. Financial status (in the format of Annexure-C) :
14. Void :
15. Analysis of rate quoted (in the format of Annexure-G) :

Date.....

Signature of the tenderer  
(With company seal)

Witness (signature with full particulars)

1.

2.

## ANNEXURE – I CONSORTIUM AGREEMENT FORMAT

### **CONSORTIUM AGREEMENT**

(To be executed on Rs. 50/- Non –Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, by and between (1) M/s \_\_\_\_\_, ( The First Party, i.e., the Bidder) a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_(herein after called the 'Bidder', which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s \_\_\_\_\_, (The Second Party, i.e., the associates), a company incorporated under the Company's Act 1956, having its registered office at \_\_\_\_\_ Associates', which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, NTPC BHEL Power Projects Private Limited, a JV Company of NTPC & BHEL, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of \_\_\_\_\_, at \_\_\_\_\_ (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfilment of the stipulations specified in the said NIT.

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e., the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for \_\_\_\_\_ as detailed in the Bid doc. no. < TENDER REF----->

AND WHEREAS M/s \_\_\_\_\_ (The First Party, i.e. the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of \_\_\_\_\_ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s \_\_\_\_\_ (The Second Party, the Associates), who fully meet the balance part of the said works (\_\_\_\_\_).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.

2.The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

3.The First Party shall undertake the following part(s) of work detailed in the NIT namely

4.The Second Party shall undertake the following part(s) of work detailed in the said NIT namely

\_\_\_\_\_

5.The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.

6.It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer / Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

7.The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

8.It is agreed inter se between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s NTPC BHEL Power Projects Private Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_ (Place) .

WITNESS  
1.NAME  
2.OFFICIAL ADDRESS

For(FIRST PARTY)

WITNESS  
1. NAME  
2. OFFICIAL ADDRESS

For(SECOND PARTY)

[The successful bidder shall have to execute the 'JOINTDEED OF UNDERTAKING 'in the format to be made available by NBPPPL at the time of awarding].

## ANNEXURE – J

### PROTOCOL FOR ISSUE/ RETURN OF TOOLS & PLANTS INCLUDING ACCESSORIES TO/ BY SUBCONTRACTOR

DESCRIPTION OF TOOLS & PLANTS:

NAME OF SUBCONTRACTOR:

LOI/WORK ORDER REFERENCE:

NATURE OF ISSUE AS PER CONTRACT: - FREE/CHARGEABLE ISSUE OF TOOLS & PLANTS  
INCLUDING ACCESSORIES

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF ISSUE FROM NBPPL TO  
SUBCONTRACTOR:

-----  
(SIGNATURE OF  
NBPPL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

### RETURN OF TOOLS & PLANTS INCLUDING ACCESSORIES

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF RETURN TO NBPPL  
BY SUBCONTRACTOR:

-----  
(SIGNATURE OF  
NBPPL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

COMMENT, IF ANY, OF NBPPL'S ENGINEER-IN-CHARGE:

(SIGNATURE OF NBPPL'S ENGINEER-IN-CHARGE)

[NOTE: PROTOCOL TO BE SIGNED IN TRIPLICATE. TWO COPIES TO BE RETAINED BY NBPPL  
AND 3RD COPY TO BE HANDED OVER TO SUBCONTRACTOR'S REPRESENTATIVE]

**ANNEXURE – K**  
**REQUEST FOR ISSUE OF ‘C’ FORM**

Head (Finance)  
NTPC BHEL POWER PROJECTS PRIVATE LIMITED  
UNCHAHAHAR PROJECT

Dear Sir,

Sub: Request for Issue of ‘C’ Forms

We request you to issue to us “C” forms for the invoices for which following details are being given herewith.

1. Invoice number and date
2. Items Description
3. “C” Form value
4. LR / RR / GR number and date.

We are enclosing herewith Photocopies of Bill / invoice and LR/RR/GR.

Thanking you,

Yours faithfully,



## ANNEXURE – L

### FROM FOR GETTING PAYMENT THROUGH RTGS (REAL TIME GROSS SETTLEMENT)

01. Name of Vendor
02. Address
03. Vendors Bank A/c Name
04. Vendors Bank A/c No.
05. Name of Bank
06. Name of Branch
07. Branch Phone No.
08. City
09. IFSC Code of the Branch

The charges if any for the payment through RTGS may be recovered from the Bill submitted by us.

Signature of the Authorised  
Representative of Vendor with date & seal

Confirmation by Banker  
with office seal

Note: Incorrect information will create Accounting complications and payment will be delayed.



# VOLUME-III E - ANNEXURES, FORMATS ETC

## ANNEXURE – M PROFROMA OF MONEY RECEIPT AGAINST FINAL BILL PAYMENT

(TO BE EXECUTED ON Rs 10/- (RUPEES TEN ONLY) NON-JUDICIAL STAMP PAPER)

This to inform that we, M/s \_\_\_\_\_ of \_\_\_\_\_ having received the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from M/s NTPC BHEL Power Projects Private Limited by account Payee Cheque, drawn on \_\_\_\_\_ branch, dated \_\_\_\_\_ in full and final settlement of the work order/ letter of intent of intent, document no \_\_\_\_\_, dated \_\_\_\_\_.

We hereby further confirm that we neither have any present claim nor shall raise any future claim hereafter against NTPC BHEL POWER PROJECTS PRIVATE LIMITED in respect of the above mentioned work order/ letter of intent / purchase order.

Dated this the \_\_\_\_\_ of \_\_\_\_\_.

Signature of the authorised representative of the company with stamp

Signed in the presence of:

Witness:

1. \_\_\_\_\_ Signature  
(Name in block letters)

2. \_\_\_\_\_ Signature  
(Name in block letters)

**ANNEXURE – N**  
**FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT(SD)**

(TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER (Min100 Rupees)  
(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN ITALICS & BOLD  
WITHIN BRACKET)

**SECURITY DEPOSIT**

In consideration of the NTPC BHEL POWER PROJECTS PRIVATE LIMITED (a JV Company of NTPC & BHEL) having its registered office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 through its division at Core 3, IV Floor, Scope Minar, Laxmi Nagar, New Delhi - 110092.(hereinafter called 'the Company') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Contractor/s') from the demand, under the terms and conditions of an Agreement arising out of letter of intent issued under no \_\_\_\_\_, dated \_\_\_\_\_, made between the Company and Contractor for **(NAME OF WORK)** (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we **(NAME OF BANK)**, (hereinafter referred to as 'the Bank') at the request of (CONTRACTOR/s) do hereby undertake to pay to the Company an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor/s of any of the terms or conditions contained in the said Agreement.

01. We **(NAME OF BANK)** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor's/s' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
02. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
03. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
04. We, **(NAME OF THE BANK)** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said Contractor(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before **(date)** we shall be discharged from all liability under this guarantee thereafter. The Bank Guarantee shall be assigned in favour of HDFC Bank.

05. We, (NAME OF THE BANK) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
06. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s), Supplier (s).
07. The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.
08. We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated                    the                    day of

(NAME OF THE BANK)

NOTE: Expiry date to be shown in para-4 above should not be earlier than 60 days after the completion date contemplated under the contract.

\_\_\_\_\_

## ANNEXURE – O FORMAT FOR BANK GUARANTEE FOR PERFORMANCE BOND (PB)

(TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER  
(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN ITALICS & BOLD  
WITHIN BRACKET)

This Deed of Guarantee made this \_\_\_\_\_ days of two thousand \_\_\_\_\_ (Bank) hereinafter called “the Guarantor” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of NTPC BHEL POWER PROJECTS PRIVATE LIMITED (A JV Company of NTPC & BHEL) a company incorporated under the companies Act, 1956 having its NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 through its unit/ division at Core 3, IV Floor, Scope Minar, Laxmi Nagar, New Delhi - 110092 hereinafter called “the company” (which expression unless repugnant to the context or liability meaning thereof be deemed include its successors and assignees.

Whereas \_\_\_\_\_ registered office at (hereinafter referred to as the Supplier have entered into a contract bearing no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as “the Contract”) for the supply of \_\_\_\_\_ with the Company.

AND, WHEREAS the contract inter-alia provides that the supplier shall furnish to the Company a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards Performance Bond for due and faithful performance of the contract in the form and contents specified therein.

AND WHEREAS the supplier has approached the Guarantor and in consideration of the arrangement arrived at between the supplier and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of this Company.

FOR THIS DEED WITNESS AS FOLLOWS.

We the \_\_\_\_\_ (bank) the Guarantor do hereby guarantee to the Company the due and faithful performance, observance or discharge of the contract by the supplier and further unconditionally and irrevocably undertaken to pay the company without demur and merely on a demand of the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) any claim made by the Company on them for any loss, damages, coats, charges and expenses caused to or suffered by the Company by the reason of the Supplier making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings and/ or fail to demonstrate the performance of the equipment as per technical specification mentioned in the WO/ PO and would be valid up to completion of guarantee/warranty period.

The decision of the Company whether any default has occurred or has been committed by the supplier in the performance observance or discharge of any of the terms, conditions, stipulated or undertakings or any one of them as contained in the contract and or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Supplier making any default in the Performance, observance or Undertaking or any of them shall be **conclusive and binding on the Guarantor irrespective of the fact whether the Contractor admits or denies the default or question the correctness of any demand made by the Company in any court Tribunal or Arbitration Proceedings or before any other authority.**

The Company shall have the fullest liberty without affecting in any may the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the contract or extend time of performance by the Supplier or to postpone for any time and from time to time any of the powers excisable by it against the Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the contract or Securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Supplier or any other forbearance. Act or omission on the party of the company or any indulgence by the company to the contractor or of any other matter or thing

whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from liability under this guarantee.

We the \_\_\_\_\_ (bank) the Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certified that the terms and conditions of the contract have been fully and properly carried out by the Supplier and accordingly discharges this Guarantee, subject, however, that the company shall have no claim under this Guarantee after \_\_\_\_\_ (Guarantee/ Warrantee period) years from the date of completion of the contract as the case may be, unless a notice of the claim this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact the that same is enforced after expiry of the said period.

We the \_\_\_\_\_ (Bank) the Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Supplier or the Guarantor shall not discharge and Guarantor's liability hereunder.

We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

It shall not be necessary for the company to proceed against the Supplier before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Supplier shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

IN WITNESS, whereof the \_\_\_\_\_ (Bank). As hereto and subscribed its hand the day, month and year first, above written.

This Guarantee shall be valid up-to..... with claim period up to.....

\_\_\_\_\_  
Signed for and on behalf of the (Bank)

**WITNESS:**

(1)

(2)

## ANNEXURE – P

### PROFORMA FOR CONTRACT AGREEMENT

Agreement No: : Date:

Name of the work : :

Name of the Contractor with full address : :

Amount of tender : Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Telex of intent No : : \_\_\_\_\_, dated \_\_\_\_\_

Work order No : : dated \_\_\_\_\_

Time allotted for completing work : \_\_ ( ) months from start of work

### FOR CONTRACTOR FOR NTPC BHEL POWER PROJECTS PRIVATE LIMITED CONTRACT AGREEMENT

Agreement No: : Dated:

1. This agreement made this day the \_\_\_\_\_, 200\_ between NTPC BHEL POWER PROJECTS PRIVATE LIMITED, having its registered office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called the FIRST PARTY) of one part and Messers \_\_\_\_\_ called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of \_\_\_\_\_, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor.
4. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
5. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No \_\_\_\_\_, dated \_\_\_\_\_, for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from M/s \_\_\_\_\_ Bank, Branch \_\_\_\_\_, valid upto \_\_\_\_\_ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before \_\_\_\_\_ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

6. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.
7. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.
8. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
9. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect 200\_\_\_, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
11. That whenever under this contract or other wise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
12. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
13. That is agreed between the parties that the non - exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
14. That the expression NBPPL wherever occurring means THE NTPC BHEL POWER PROJECTS PRIVATE LIMITED, NEW DELHI - 110092.
15. The documents hereto attached viz:
  - (1) NBPPL's tender specification No: \_\_\_\_\_.
  - (2) Contractor's offer No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (3) NBPPL's TOI/LOI No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (4) Contractor's unqualified acceptance letter no: \_\_\_\_\_, dated \_\_\_\_\_ of NBPPL's TOI/LOI.
  - (5) NBPPL's Work Order No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (6) Contractor's unqualified acceptance letter no \_\_\_\_\_, dated \_\_\_\_\_ of above NBPPL's Work Order.and others, if any.



shall also form part of the contract agreement.

16. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR NTPC BHEL POWER PROJECTS PRIVATE LIMITED

WITNESS 1.

2.

## ANNEXURE-Q

DEVIATION SHEET (COST OF WITHDRAWAL)									
<b>PROJECT:</b>									
<b>PACKAGE:</b>									
<b>TENDER ENQUIRY REFERENCE:</b>									
<b>NAME OF VENDOR:-</b>									
SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
<b>TECHNICAL DEVIATIONS</b>									
<b>COMMERCIAL DEVIATIONS</b>									
<b>PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE</b>									
<b>NAME</b>			<b>DESIGNATIONS</b>			<b>SIGN &amp; DATE</b>			
<b>NOTES:</b>									
1. For self-manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties freight) only.									
2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.									
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.									
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.									
6. Bidder shall furnish price copy of above format along with price bid.									
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-W will apply. For any other deviation mentioned in priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.									
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.									
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.									
12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.									
13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.									
14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.									

## ANNEXURE - R

### FORMAT FOR SEEKING CLARIFICATION

<b>JOB</b>	1.
<b>TENDER NO</b>	

<b>Sl no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>NBPPL's clarification</b>

## ANNEXURE-S

### VENDOR PERFORMANCE FEEDBACK

**NAME OF PROJECT:**

**VENDOR**

**NAME OF BOP PACKAGE:**

**PO/WO REFERENCE**

**PERFORMANCE FEEDBACK QUARTER**

SL NO.	DETAILS	PERFORMANCE FEEDBACK				
		5	4	3	2	1
<b>1</b>	<b>QUALITY</b>					
1.1	Functional Quality of service (extent of surveillance/supervision/stage inspection)					
1.2	Finish & workmanship and customer satisfaction					
1.3	Maintenance and submission of quality requirements					
1.4	Possession and implementation of quality system & control of manuals and documents					
1.5	Housekeeping					
	<b>TOTAL of 1</b>					
<b>2</b>	<b>DELIVERY</b>					
2.1	Availability of physical facilities like office, storage, material stacking, welding consumable, dark room, security etc.					
2.2	Mobilization of T&P, construction equipment including material handling facility					
2.3	Availability and mobilization of inspection ,measuring and test equipment with calibration					
2.4	Effective resource deployment for achieving target					
2.5	Achieving agreed time schedule/target					
	<b>TOTAL of 2</b>					
<b>3</b>	<b>MANPOWER</b>					
3.1	Possession of qualified and experienced personnel					
3.2	System consciousness of management and workforce					
	<b>TOTAL of 3</b>					
<b>4</b>	<b>SITE INFRASTRUCTURE &amp; SERVICE</b>					
4.1	Response to reschedule target					
4.2	Ability to meet any special requirement/needs/requests					
4.3	Responsiveness/willingness to co-operate and provide prompts service					
4.4	Labour relation					

4.5	Timely account of material					
	<b>TOTAL of 4</b>					
<b>5</b>	<b>SITE FINANCE</b>					
5.1	Promptness in payment to supplier and labour					
	<b>TOTAL of 5</b>					
<b>6</b>	<b>OTHERS</b>					
6.1	Planning and organizing the work to meet the target					
6.2	Responsiveness to statutory regulations and compliance level					
	<b>TOTAL of 6</b>					

(Signature of Package Holder)

NOTE: This evaluation should be done EVERY QUARTER \* by the respective Sites for all BOP Contracts under executions.

\* : March, June, September & December of every year

## QUARTERLY EVALUATION OF VENDOR PERFORMANCE (BOP PKGS)

**NAME OF PROJECT:**

**VENDOR:**

**NAME OF BOP:**

**PACKAGE:**

**PO/WO REFERENCE:**

**PERFORMANCE FEEDBACK QUARTER**

SL. NO.	CRITERIA	MAX. SCORE	SCORE OBTAINED	WEIGHTAGE	WEIGHTED SCORE
1	QUALITY	25		0.7	
2	DELIVERY	25		1.5	
3	MANPOWER	10		1.2	
4	SITE INFRASTRUCTURE & SERVICES	25		0.6	
5	SITE FIN	5		2	
6	OTHERS	10		0.8	
<b>TOTAL WEIGHTED SCORE (OUT OF 100)</b>					

<b>LESS</b> Score for Accidents attributable to Contractor during the reporting period (Major @ 3, minor @1)	
Major Accidents - Fatal, Permanent Disability, Major damage to Equipment	
Minor Accidents - All others.	
<b>Net Weighted Score (out of 100):</b>	



# VOLUME-III E - ANNEXURES, FORMATS ETC

Overall Performance Evaluation : Good/ Satisfactory/Unsatisfactory

**Net Weighted Score**

80% and above -Good Between 60% to 80% -Satisfactory  
60% and Below -Unsatisfactory

**Evaluation of Bidders performance to execute the job shall be based on as below:**

- a) Net Weighted Score from BHEL Sites > 60%, vendor shall be Considered 'Qualified' for the job.
- b) Net Weighted Score from BHEL Sites = < 60%, vendor shall be Considered 'NOT Qualified' for the job.

(Signature of Package Holder)

(Signature of Construction Manager)

GM(Project)

## ANNEXURE-T

### CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to Certify that M/S .....,  
(hereinafter referred to as 'company') having its registered office at  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-11)  
.....dtd.....Category..... (Micro/Small))  
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .....as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs.....Lacs

#### **(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

## **OR**

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

## ANNEXURE- U

### PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

(To be issued on appropriate valid non-judicial stamp paper)

This Deed of Guarantee made this ..... Day of 2014.... By ..... Bank Ltd. (hereinafter called the 'Bank'), in favour of NTPC-BHEL Power projects Private Limited, a company registered under the Companies Act, 1956 having its registered office at NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003 through its office situated at Core -3, 4th Floor, Scope Minar, Laxmi Nagar, New Delhi - 110092 (hereinafter called the 'Purchaser').

Whereas M/s ....., a proprietorship firm/ partnership/ Limited Liability Partnership / a company having its Principal place of business / registered office at ..... (hereinafter called the Tenderer) have submitted a tender ..... in response to tender specification No/ Enquiry No..... (hereinafter called the said 'Tender Documents') of the Purchaser.

And whereas the said Tender Documents provide that the Tenderer shall submit a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards Bid Security to be made in the form and manner therein specified.

And whereas the Tenderer ..... have approached..... (Bank) and at their request and in consideration of the arrangement arrived at between the said Tenderer and the said Bank, the said Bank has agreed to give such guarantee as hereinafter mentioned to the aforesaid Purchaser.

Now, therefore, these presents witness that we ..... (Bank) hereby undertake to pay the aforesaid Purchaser a sum of Rs..... (Rupees.....) by virtue of this Guarantee against any loss or damage caused to or suffered by the said Purchaser by reason of any breach by the aforesaid Tenderer of any of the terms, conditions, stipulations undertakings or any one of them contained in the said Tender Documents, and for the payment of any money or moneys payable by the said Tenderer to the said Purchaser under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due, being solely in the discretion of the said Purchaser). We further undertake to pay the aforesaid amount in a lump sum on demand irrespective of the fact whether the said Tenderer admits or denies such claim or questions its correctness in any Court, Tribunal of Arbitration proceedings or before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession for the time being granted by the said Purchaser to the Tenderer in or for fulfilling conditions of the Tender Documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Tender Documents irrespective of whether notice of such change and/or variation is given to us or not and claim to receive such notice of any change and or/variation is given to us or not and claim to receive such notice of any change and or/variation of the terms and/or conditions of the said tender document is hereby specifically waived by us. Further, we shall not be released from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said tender documents by the said Purchaser against the Tenderer irrespective of whether notice of such forbearance, enforcement or non-enforcement of any powers or rights, modifications or changes made in the said tender documents or concessions shown to the Tenderer by the Purchaser is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Tenderer but shall in all respects and for all purposes be



binding and operative until all payments of all moneys due or that may become due to the said company in respect of any liability or obligation of the Tenderer under the said tender document.

We the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalization of the tender and execution of agreement thereof and that it shall continue to be enforceable till the required Contract Performance Guarantee is issued by the successful Tenderer, as stipulated in the said Tender Documents or till the Purchaser certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Tenderer and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....(date - tender validity date plus two months) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts having jurisdiction at New Delhi only.

And lastly, the .....Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

*The Bank hereby declares that it has power to issue this guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the Power of Attorney dated..... granted to him by the proper authorities of the bank.*

(OR)

*We have power to issue this Guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney / Post Approval Authorization Manual dated October 15, 2008 of the bank (whichever applicable) granted to him by the Bank ".*

Dated the

Day of

Attorney (signature of the person duly authorized to sign on behalf of the bank)

\_\_\_\_\_  
Witness

## ANNEXURE - V

### Terms & Conditions of Reverse Auction

Against the enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, NBPPL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by NBPPL as per extant guideline in vogue.
3. NBPPL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, NBPPL will inform the bidders the details of service provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure-IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, NBPPL will provide the calculation sheet (e.g. EXCEL Sheet) which will help to arrive at "Total Cost to NBPPL" like Packing & Forwarding charges, Taxes and Duties, Freight Charges, Insurance, Service Tax for Services and loading factors (for non compliance to NBPPL standard commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse Auction will be conducted on scheduled date and time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax / e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure-VII) as provided on case to case basis to Service provider with in two working days of Auction without fail.
11. In case NBPPL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with NBPPL shall be opened as per NBPPL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.

13. If the bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant NBPPL guidelines, shall be initiated by NBPPL and the results of the RA Scrapped / Aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of NBPPL to any other party.
15. In case, NBPPL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

## ANNEXURE- W

### LOADING CRITERIA

No deviations in GCC terms and conditions are generally acceptable, and bids with deviations are liable to be rejected. However, in exceptional circumstances, NBPPL may accept deviations with Loading as given below:

#### **A) PAYMENT TERMS**

Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).

Loading will be done for vendors seeking earlier payment w.r.t. above, for the value and the period of deviation, as per Clause 44.0 of GCC( Supply).

Time periods assumed by NBPPL for a few activities are as follows:

Payment through Bank – 30 days from receipt of invoice + documents.

Receipted LR – 30 days from despatch.

Material Receipt Certificate (MRC) – 120 days from despatch.

#### **B) BANK GUARANTEE**

Non submission of Security Deposit/ Security Deposit Performance Bank Guarantee – No deviation is permitted.

#### **C) LIQUIDATED DAMAGES**

If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including taxes, duties & freight.

If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .

#### **D) PRICE VARIATION CLAUSE (PVC)**

PVC Instead of Firm Price – Maximum ceiling of PVC as demanded by vendor.

#### **E) DEVIATION TO SUBMISSION OF FORM-E1/ E2 BEFORE CLAIMING 10% PAYMENT**

10% of Ex-Works supply value.