



## NTPC Limited Amendment to Revision-3 of Banning Policy

### Sub: Guidelines regarding “Policy & Procedure for Withholding and Banning of Business Dealings”

**1.0** “Policy & Procedure for Withholding and Banning of Business Dealings (Rev.03)” (hereinafter called the “Policy”) was issued.

**2.0** Based on guidelines issued by Deptt. of Expenditure, Ministry of Finance and further deliberations, following guidelines regarding withholding / banning / suspension of business dealings under the extant Policy are issued:

#### **2.1 Area of Operation (Para 4.4, 5.7 & 6.3(b) of Policy):**

Withholding/ Banning/ Suspension of business dealings with any agency shall be done **Company-wide only (i.e. entire NTPC including its JVs and Subsidiaries)** for all cases including cases processed from NTPC JV or Subsidiary companies. Henceforth, SSC/Region/Site wide withholding / banning/ suspension will not be applicable.

#### **2.2 ‘Competent Authority’ (Para 3 (ii) of Policy):**

Competent authority for withholding / banning/ suspension shall be as under:

<b>Action</b>	<b>Applicability of Banning /Withholding / Suspension</b>	<b>Competent Authority</b>	
		<b>Existing</b>	<b>To be read as</b>
<b>Banning</b>	<i>Company wide (entire NTPC and its JVs/ Subsidiaries)</i>	<i>CMD</i>	<i>Functional Director of the concerned department initiating the proposal for Banning</i>

<b>Action</b>	<b>Applicability of Banning /Withholding / Suspension</b>	<b>Competent Authority</b>	
		<b>Existing</b>	<b>To be read as</b>
<b>Withholding</b>		CMD	For Site/Regional/USSC packages: Concerned RED and ED(USSC)  For Corporate packages: Concerned RED / Functional ED and ED(CC&M)
<b>Suspension (including issuance of show cause notice for banning)</b>		CMD	For Site/Regional/USSC packages: ED(USSC)  For Corporate packages: ED(CC&M)
<b>Banning/ Withholding/ Suspension</b>	SSC / Region / Site wide	Not Applicable	

***Further, for cases pertaining to JVs / Subsidiaries of NTPC, the Competent Authority shall be the Chairman of the Board of the JV / Subsidiary provided the Chairman is a Functional Director of NTPC. In case the Chairman of the Board of the JV / Subsidiary is not a Functional Director of NTPC, competent authority shall be Director (Commercial)/Director-In-Charge of CC&M deptt.***

### **2.3 Period of Banning (Para 5.6 of Policy)**

Duration of banning under the Policy shall be for a period of **six (6) months to two (02) years** from the date of issuance of the speaking order. The period of banning shall be recommended by the standing committee on case to case basis depending upon the gravity of the default of the agency except in cases of bribery, corrupt, and fraudulent practices including misrepresentation of facts, where the banning period shall be for two (02) years.

**The revised Period of Banning of 06 months to 02 years, shall also be applicable for cases where Banning / withholding / Suspension order is yet to be issued.**

### **2.4 Effect of Banning / Withholding / Suspension of Business Dealings [Para 4.5, 5.8 and 6.4 of Banning Policy]**

The Agency, after issuance of the Order of Withholding / Banning / Suspension of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process

and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened.

Further, where the price bid of Agency has been opened prior to issuance of Withholding / Banning / Suspension Order under this policy, the price bid of Agency shall be rejected. In case, such agency shall be the lowest evaluated bid (L-1), next lowest evaluated bid shall be considered as L-1.

Further, in case such agency is the lowest evaluated bidder (L-1) and where award recommendations on such agency has been put up for approval, or the award recommendations is approved prior to issuance of Withholding / Banning / Suspension Order under this policy but award is yet to be placed, then award recommendations on such agency shall stand cancelled and the price bid of Agency shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bid as L-1.

No award shall be placed on any agency if Withholding / Banning / Suspension Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.

## **Policy & Procedure for Withholding and Banning of Business Dealings**

### **INDEX**

Sl. No.	Topic
1)	Introduction
2)	Scope
3)	Definitions
4)	Withholding of business dealings
4.1	Grounds
4.2	Procedure
4.3	Notice of Default
4.4	Area of Operation
4.5	Effect of Withholding
4.6	Duration of Withholding
4.7	Revocation of Orders
5)	Banning of Business Dealings
5.1	Grounds
5.2	Procedure
5.3	Show Cause Notice
5.4	Speaking Orders
5.5	Communication to Agencies
5.6	Period of banning
5.7	Area of operation
5.8	Effect of Banning
5.9	Process of reply
5.10	Hosting at NTPC Website
5.11	Appeal
5.12	Revocation
6)	Suspension of Business Dealings
7)	Participation of Agency under Different Name
8)	Participation of Agency as an Associate/Collaborator/Sub-Vendor & Procurement in Operating Stations



## **1. Introduction**

- 1.1** NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.2** Since banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

- 2.1** NTPC reserves its right to withhold or ban or suspend business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.
- 2.2** The procedure for (i) Withholding, (ii) Banning and (iii) Suspension of Business Dealings with any Agency, has been laid down in these guidelines.
- 2.3** The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & system circulars issued for the similar purpose.
- 2.4** This policy comes into force from the date of its issuance.
- 2.5** The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy. Further, the provisions of this policy shall also be applicable for all ongoing tenders wherein this policy has been made part of the tender documents.
- 2.6** The provisions of this Banning Policy shall also be applicable for JVs/Subsidiaries of NTPC as well.

### 3. **Definitions**

In these Guidelines, unless the context otherwise requires:

i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.

ii) **Competent Authority and 'Appellate Authority'** shall mean the following :-

**a) For Company (entire NTPC) wide Banning for Contracts awarded/processed from Corporate Centre for NTPC and its JVs/Subsidiaries of NTPC**

The CMD shall be the 'Competent Authority' for the purpose of these guidelines. Board of Directors / Sub-committee of the Board of Directors / Group of Directors, nominated for the said purpose shall be the 'Appellate Authority' in respect of such cases.

**b) For SSC/Region wide Banning for Contracts awarded/processed from Regions**

The Regional ED shall be the Competent Authority for the purpose of these guidelines. The CMD shall be Appellate authority in respect of such cases.

**c) For Contracts awarded/processed from individual Projects / Units/ JVs/Subsidiaries**

The Head of Project/CEO shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director shall be the 'Appellate Authority' in respect of such cases.

iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

iv) **'List of Enlisted Agencies'** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders, etc.

- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor's performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term '**Completion of Facilities**' as defined in the Contract.
- ix) **Standing Committee** shall mean the following :-
  - a) For Contracts awarded/**processed** from Corporate Centre  

A Committee constituted for the purpose of these guidelines and comprising members from CC&M (Convener), Finance and Engineering/Indenting department. Additional member(s) from any other deptt/site/SSC/region as considered appropriate may also be co-opted on case to case basis. The level of the committee members shall be GM and above.
  - b) For Contracts awarded/**processed** from SSC/Regions  

A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. /site as considered appropriate may also be co-opted on case to case basis.
  - c) For Contracts awarded/**processed** from individual Projects / Units  

A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. as considered appropriate may also be co-opted on case to case basis.

## **4. Withholding of business dealings**

### **4.1 Grounds**

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:

if the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the 'Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract
- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.

- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTPC prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.

## 4.2 Procedure

### (a) For Site/SSC/Regional/Corporate Packages

The concerned department at Site/SSC/Region/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Head of Project (for Site packages)/RED (for SSC/Regional packages)/CMD (for Corporate Packages).

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof

shall be put up for approval of the RED (for Site packages)/CMD (for SSC/Regional packages)/CMD (for Corporate packages).

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for withholding.

#### **4.3 Notice of Default**

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal deptt shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTPC within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose.

#### **4.4 Area of Operation**

A decision to withhold business dealings with any Agency for Regional/SSC/Site awarded contracts shall be restricted to such Regions/SSC/Sites only and for Corporate awarded contracts withholding shall apply throughout the Company.

For Regional/SSC/Site wise withholding of any Agency, circular for such withholding shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M) and also uploaded at intranet of respective Regions/SSC/Sites. However, in case of company wide withholding of any Agency, circular shall be issued by Corporate Contracts and uploaded at intranet of CC&M.

#### **4.5 Effect of Withholding**

The Agency, after issue of order of withholding of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of withholding, bids of the Agency shall not be rejected.

#### **4.6 Duration of Withholding**

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

#### **4.7 Revocation of Orders**

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

### **5. Banning of business dealings**

#### **5.1 Grounds on which Banning of business dealings can be initiated**

Banning of business dealings can be initiated against Agency, on following grounds :-

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System').
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent

practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years.

- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India and the ban is still in force,
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC) or even otherwise;
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;



- s) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC.
- u) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **5.2 Procedure**

### **(a) For Site/SSC/Regional Packages where banning is proposed at Site/SSC/Regional level respectively**

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of one level above the Competent Authority.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for banning.

### **(b) For SSC/Site Packages where Region wide banning is proposed**

For SSC/Site cases, if the gravity of the misconduct is such that it would not

be in the interest of the concerned Region as a whole to deal with such an Agency, the Competent Authority of the Site may put up his recommendation to RED.

**(c) For Site/SSC/Regional Packages where Company wide banning is proposed**

For Regional/SSC/Site cases, if the gravity of the misconduct is very serious and it would not be in the interest of NTPC as a whole to deal with such an Agency, the Competent Authority of the Site/SSC/Region may put up his recommendation to CMD through RED (for site cases), ED(CC&M) and Chief Vigilance Officer (CVO), NTPC.

**(d) For Corporate Packages**

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of CMD.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Corporate Vigilance and Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

### **5.3 Show Cause Notice**

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the delinquent Agency. The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance

Department before issuance. Statement containing the imputation of misconduct or misbehavior may be appended to the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NTPC, necessary facility for inspection of documents may be provided.

In cases processed by Vigilance deptt, oral hearing shall be conducted by a separate committee (constituted on case to case basis) comprising members from C&M and Vigilance deptt. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance cases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated

#### **5.4 Speaking Order**

The speaking order for banning the business dealing with the Agency shall be issued (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose. In cases where investigation has been carried out by Vigilance Department or CBI etc., the speaking order will also be vetted by Vigilance Department before issuance.

## **5.5 Communication to Agencies**

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

## **5.6 Period of banning**

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years. However, in cases processed under provisions of Integrity pact and Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NTPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTPC then banning period of Agency shall be extended by another one year.

## **5.7 Area of Operation**

For contracts awarded by Site/SSC, banning shall be restricted to such Site/SSC(including tenders issued from Projects/Sites covered under such SSC) only except where approval has been obtained for Company wide banning.

For contracts awarded by Region, banning shall be restricted to such Region only except where approval has been obtained for Company wide banning.

For contracts awarded by Corporate Centre banning shall apply throughout the Company.

For Regional/SSC/Site wise banning of any Agency, circular for such banning shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M). However, in case of company wide banning of any Agency, circular shall be issued by Corporate Contracts

## **5.8 Effect of Banning**

The Agency, after issue of the order of banning of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected.

## **5.9 Process of reply**

The Agency shall be separately advised of the decision regarding banning of business, taken in reply to their representation, if any. As regard any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned C&M Department.

## **5.10 Hosting at NTPC website**

The names of the Agencies with whom Business Dealings have been banned at Site/SSC/Region/Company level shall be hosted at NTPC website by CC&M (for company wide banning cases) and respective Sites/ SSC/ Regions (for respective Site/SSC/ Regional cases).

## **5.11 Appeal against the Decision of the Competent Authority.**

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **5.12 Revocation of Orders**

- a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.
- b) In all other cases, an order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that

specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

- c) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

## **6. Suspension of business dealings**

### **6.1 Procedure for Suspension of Bidder**

The suspension of business dealings shall be done with Agency/(ies) which are alleged to have committed fraud. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.

The investigation of fraud cases shall be carried out expeditiously.

### **6.2 Initiation of Suspension**

Action for suspension of business dealing with any Agency / (ies) shall be initiated by Concerned C&M when

- (i) Vigilance Department based on the facts of the case gathered during investigation by them establish that fraud is alleged to have been committed by the Agency and recommends for necessary action as per policy provision against the Agency.
- (ii) Vigilance Department based on the input from investigating Agency like CBI etc., forward for necessary action as per policy provision against the Agency.

### **6.3 Suspension Procedure:**

- a) Once a communication is received from Vigilance Department for considering action against an Agency, the concerned C&M dept. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

1. the Agency is put on suspension list

2. why action should not be taken for banning the Agency for future business dealings.

The proposal for issuance of Suspension Order and Show Cause Notice shall be routed through Legal and Vigilance department.

The case shall be further processed for banning of business dealings with the Agency as per para 5 of the policy for “Withholding & Banning of Business Dealings”.

- b) The Competent Authority to approve the Suspension Order will be same as that for according approval for banning of business dealing with the Agency. The suspension of the Agency shall be considered Site specific /SSC wide/ Region wide / Company wide based on consideration of banning of business dealings with Agency.
- c) The Suspension Order would operate initially for a period not more than six (06) months and is to be communicated to Agency & also to Corporate Vigilance department. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum upto three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.
- d) The Suspension Order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended at Site / SSC/ Region / Company level shall be hosted at NTPC Intranet or Contracts website by CC&M (for company wide suspension cases) and intranet of respective Sites /SSC/ Regions (for respective Site /SSC / Regional cases) by concerned C&M dept. During the period of suspension, no new business dealing shall be held with the Agency however such suspension shall have no impact on existing Contract(s)/work(s) (if any). The circular for Company wide suspension of business dealing with the Agency shall be issued by Corporate Contracts.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.



- h) The process for putting the Agency on suspension list shall be completed within 30 days from the date of receipt of such intimation from Vigilance Department.
- i) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

#### **6.4 Effect of Suspension of business:**

The Agency, after issuance of the Suspension Order would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, its techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to issuance of Suspension Order, bids of Agency shall not be rejected.

- 7.0** During the banning/withholding/suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

- 8.0** Further in case of banning/withholding/suspension following would also be applicable:

#### **(i) Participation of Agency as an Associate/Collaborator of the Main Contractor**

Where Stage-I bids have been opened prior to banning/withholding/suspension of Agency and such Agency has been proposed as Associate/Collaborator by any of the bidders, in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Associate/Collaborator for such bidding.

However where opening of Stage-I bids (Two Stage Bidding) / Envelope-I Techno-Commercial bids (Single Stage Two Envelope Bidding) has not taken place prior to banning/withholding/suspension of Agency then in such case Agency shall not be permitted to participate as Associate/Collaborator in such bidding.

#### **(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor**

After banning/withholding /suspension order, the banned/withheld/ suspended Agency shall not be allowed to participate as Sub-Vendor in



the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material/equipment/service.

Further, if the banned/withheld/suspended agency is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchaseorder/Contract on the banned/withheld/suspended agency as a sub-vendor after the date of banning/withholding/suspension even though the name of the party has been approved as a sub-vendor earlier.

### **(iii) Procurement of spares/awarding of Contracts in operating stations**

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned/suspended provided the Equipment has been supplied/manufactured by such Agency.

## **9.0 For JVs/Subsidiaries of NTPC**

### **(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre**

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the policy and procedures for withholding/banning of business dealings and/or Contractor Performance Feedback System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3)/Show Cause Notice or Speaking Order for banning of business dealing (under Para 5.3 ,5.4)/ Suspension order for suspension of Business Dealing (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned JVs/Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by appropriate Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

**(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves**

The procedure prescribed in the Banning Policy for Sites shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

- (iii)** The Agencies with whom business dealings have been withheld/ banned/ suspended by NTPC at pan NTPC level, the business dealings with such Agencies shall be deemed to be withheld/banned/suspended in JVs/Subsidiaries of NTPC as well. Further, for contracts of JVs/Subsidiaries which have been processed at Corporate Centre of NTPC, business dealings withheld/banned/suspended with Agencies by JVs/Subsidiaries, shall be applicable to NTPC as well.
- (iv)** Further, for packages awarded from JVs/Subsidiaries, banning /suspension of business dealings at pan NTPC level may be proposed under para 5.2 (c) / 6.3 of this banning policy.
- (v)** Further, Agencies with whom Business Dealings have been banned by JVs/Subsidiaries shall be hosted at websites of concerned JV/Subsidiary and NTPC.

**Annexure-II to SCC**

F. No. DPE/7(4)/2017-Fin.  
Government of India  
Ministry of Finance  
Department of Public Enterprises

Block No. 14, CGO Complex,  
Lodi Road, New Delhi-110003  
Dated the 24<sup>th</sup> February, 2023

To,


Chief Executives of all CPSEs

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

Sir/Madam,

The undersigned is directed to reiterate the instructions as contained in  
Department of Expenditure O.M. No. 7/10/2021-PPD(1) dated 23<sup>rd</sup> February, 2023  
(copy enclosed) to all CPSEs for their information and strict compliance.

Encl : As stated

  
(Kailash Bhandari)  
Deputy Director  
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director (PPD), Department of Expenditure, Room No.  
264-C, North Block, New Delhi.

No.F.7/10/2021-PPD (1)  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

264-C, North Block, New Delhi.  
23.02.2023.

**Order (Public Procurement No. 4)**

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

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

**Requirement of registration:**

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

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability:**

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

### **Definitions:**

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

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

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

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

*Explanation:-*

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

**Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### **Sub-contracting in works contracts**

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

## **Certificate regarding compliance**

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

## **Validity of registration**

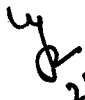
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance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

## **Government e-Marketplace (GeM)**

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

## **Model Clauses/ Certificates**

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

  
23/02/2023  
(Kanwalpreet)  
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.



**List of Category-I Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

**List of Category-II Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

**List of Sensitive Technologies:**

<b>Sr.No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

**Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
  - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

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

[\*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

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

**Special Cases**

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

**Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.**

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

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

**A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):**

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

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

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

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

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

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

Explanation—

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

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

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

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

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

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

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

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

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

#### **Model Certificate for Tenders:**

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

#### **Model Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any



work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

***Model additional certificate by Bidders in the cases of specified ToT:***

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."*

**B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):**

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

\*\*\*

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

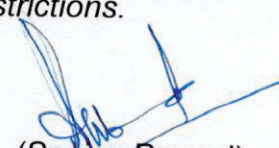
161, North Block,  
New Delhi  
23rd July, 2020

**Office Memorandum**

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

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

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

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
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Telephone: 011-23093882

To,

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



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

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

**Order (Public Procurement No. 1)**

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

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

**Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the



entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

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

#### Incorporation in tender conditions

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

#### Applicability

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

#### Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means



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

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

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

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

4/12



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

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

#### Sub-contracting in works contracts

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

#### Certificate regarding compliance

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

#### Validity of registration

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

#### Government E-Marketplace

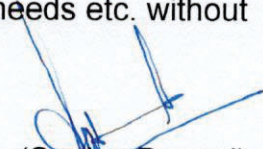
14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this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

5/12



Model Clauses/ Certificates

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

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

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12



## Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

7/12



- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12



## Annex II: Special Cases

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12



### **Annex III**

#### **Model Clause /Certificate to be inserted in tenders etc.**

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

#### **Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

10/12



- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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

Model Certificate for Tenders

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

"/s/



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

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

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

Model Certificate for GeM:

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

12/12

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

161, North Block  
New Delhi  
23rd July, 2020

**Order ( Public Procurement No. 2)**

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

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

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

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



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Joint Secretary (PPD)  
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Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

### FAQs of Vendor Payment Portal for Vendors

Frequently Asked Questions are divided into 4 categories.

- A. LOGIN & PASSWORD RELATED
- B. DOCUMENT UPLOADING RELATED
- C. INVOICE & PAYMENT TRACKING RELATED
- D. OTHERS

	A. <u>LOGIN &amp; PASSWORD RELATED</u>	
Q. 1	<p>Question – When can I use this NTPC Vendor payment Portal?</p> <p>Answer- You can use this portal after Your valid login</p> <ul style="list-style-type: none"> <li>i) To upload invoices/ bills &amp; other supporting documents which are to be submitted to NTPC by you for any supply / service /work executed by You against a Purchase Order placed on You</li> <li>ii) To track status of payments for Bills submitted by You (both digital &amp; physical mode submission)</li> </ul>	
Q 2	<p>How can I know my login ID, I want to upload invoice/bills?</p> <p>Answer- The login ID is Your NTPC ERP Vendor code prefixed with “V”. If the Vendor code is 1000099, then the login id for NTPC Vendor payment portal will be “V1000099”.</p> <p>You can view your NTPC ERP code in the purchase order issued to you by NTPC</p>	
Q.3	<p>our password for NTPC Vendor Payment Portal?</p> <p>change password?</p> <p>Reset Password, if forget password?</p> <p>reset password, if both email id and mobile number not available for OTP Verification?</p> <p>Ans- (a) Your initial password will be your firm’s PAN. Just after login system</p>	



	<p>shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length.</p> <p>gin go to Option 'My Profile', you will find the change password option.</p> <p>password link has been provided below "VENDOR SIGN-IN" button. Same OTP for shall be send to mobile number and email id. After successful verification set new password option shall be provided. It is only available for the Vendors who have successfully verified their email id and mobile number.</p> <p>email id and mobile number not available for OTP Verification, write an email request for password reset along-with email id and mobile number, digitally signed Firm Identity document e.g. GST</p> <p>Registration/ ROC and NTPC Employee name, Employee Number, Designation, Project/Site/Office Location for reference purpose to <a href="mailto:ntpc_vpp@ntpc.co.in">ntpc_vpp@ntpc.co.in</a> . After verification, email id and mobile number shall be updated in profile and you shall be informed for resetting password through Forget password link.</p>
Q 4	<p>Our company has multiple NTPC Vendor codes (different for different locations), which Vendor code We should use for uploading the invoice &amp; knowing the payment status?</p> <p>Answer- The Vendor should use the particular NTPC ERP Vendor code appearing the first page of NTPC Purchase order for which he wants to upload the invoice.</p>
Q 5	<p>How can the Vendors change their password of Vendor payment portal login or get a new password when the old one is forgotten?</p> <p>Ans :- Your initial password will be your firm's PAN. Just after login system shall ask email id and mobile number for sending separate OTP's on email id and mobile number for verification. After successful verification, you have to change your password. Password shall be minimum 8 characters (alphanumeric with at-least one special character) in length.</p>



	B. <u>DOCUMENT UPLOADING RELATED</u>	
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Q.6	<p>How to upload the digitally signed Invoice?</p> <p>Ans.- After login go to option 'Upload Invoice'. Enter PO Number, select Plant, and enter Invoice Number, Date and Amount including Taxes, email and mobile.</p> <p>Now press 'Submit' button, a popup screen will appear where you have to upload Digitally signed Invoice. For adding supporting documents click 'Add new document'.</p> <p>Still, you are facing issues, you may contact our helpdesk executives on Toll-Free Number 1800-102-5970</p>
Q 7	<p>Q- Can I upload invoice &amp; other supporting documents with class I / class II digital certificate?</p> <p>Ans- No documents are to be signed with class III digital certificate only</p>
Q.8	<p>How to purchase a Class 3 Digital Signature?</p> <p>Ans. -On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature' □ 'Where to get?'</p> <p><a href="https://pradip.ntpc.co.in/VendorFinal/DSC_Help_23_04_2020.pdf">https://pradip.ntpc.co.in/VendorFinal/DSC_Help_23_04_2020.pdf</a></p>
Q 9	<p>Can I upload documents with a digital signature whose validity has expired?</p> <p>Ans- No the digital certificate has to be a valid one. You have to get the digital certificate revalidated from the source you had purchased or get a new digital certificate</p>
Q 10	<p>Q- What should be the size of the each uploaded documents?</p> <p>Ans- Ideally each PDF should be made in low resolution &amp; size should be less than 700 kb</p>
Q 11	<p>Q- Can We combine all the invoice &amp; payment supporting documents upload them in one tab.</p> <p>Ans- No, all documents like Invoice / Bill, LR, Test certificate should be loaded as separate digitally signed PDFs against the respective tabs. If the type of the document to be uploaded is not available, then You use "Any Other Documents" tab</p>
Q.12	<p>Consignee Plant / delivery location Code is not visible while submitting Invoice?</p> <p>Ans.- This happens when the internet connection is slow and system is not able</p>

Package: Project: Bidding Doc No. :	Sec-V-SCC	Page 12 of 16
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	to fetch data from web service. Please try after sometime or re-login again in the system.
Q 13	<p>Q- How to upload bill documents for project packages (supply/ erection/ commissioning), where the Vendor does not know the NTPC ERP Purchase order number?</p> <p>Ans- Select Package Radio Button, system will show all your SAP packages across NTPC. Now, select correct package, system will fetch project automatically. Rest is same.</p>
Q.14	<p>If you are getting error of 'Failed to start process' while submitting digitally signed Invoice?</p> <p>Ans- Kindly ensure that you have not used decimal value in amount field and special characters in "Remarks" field like ' , &amp;, etc.</p> <p>Still, you are always getting same error 'Failed to start process', write email to <a href="mailto:ntpc_vpp@ntpc.co.in">ntpc_vpp@ntpc.co.in</a> with your Vendor Code, Name and Contact Number.</p>
Q.15	<p>Not able to make the Class 3 Digital Signature on document?</p> <p>Ans- On the Vendor Payment Portal Homepage, kindly go to section 'Digital Signature' □ 'How to Use?'</p> <p><a href="https://pradip.ntpc.co.in/VendorFinal/How_to_Insert_a_Digital_Signature_PDF_Document.pdf">https://pradip.ntpc.co.in/VendorFinal/How_to_Insert_a_Digital_Signature_PDF_Document.pdf</a></p>
Q.16	<p>While submitting the Digital Invoice 'Submit' button is not working? Ans. Submit button gets disabled when there is validation error in the screen</p> <p>e.g. Invoice Number already entered, Invalid data in Amount Field, Invoice Date, Invoice Number, fields etc.</p>
Q.17	<p>How to close/ reject the wrongly submitted digitally signed Invoice? Ans.- You may write an email request your EIC to close/reject the submitted invoice before Acceptance by EIC.</p>
Q 18	<p>Question – I have already sent physical copy of our bills &amp; related documents along with the supply of goods. Do I need to upload them in NTPC Payment portal also?</p> <p>Answer – Yes. You have to upload the same in NTPC portal with class III digital signature. This will ensure proper tracking of bills and communication with you in case of any discrepancy &amp; online status of the bills.</p>

Q 19	<p>Q-Shall we need to upload documents which are already available with NTPC or issued by NTPC? Such as MDCC, MRC, L2 schedule etc.</p> <p>Ans- Yes, If such document has been asked as per the Purchase Order / Contract/ as requested by EIC, You have to upload the same like other payment supporting documents</p>
Q 20	<p>Q- The payment term in our order is 90% / 100% through Bank against dispatch documents. Do I need to upload the payment documents in NTPC Vendor payment portal?</p> <p>Ans- No, in the case of payment term through bank (LSC Payment), there is no need of uploading digitally signed invoice &amp; supporting documents. Original documents may be submitted at bank and copies may be sent to NTPC as per instructions in PO.</p>
Q 21	<p>Q- Shall we get the intimation SMS/ e-mail, whether our invoice is successfully submitted? Or whether it is processed? Or whether payment released</p> <p>Ans- In case of successful online submission, Vendor gets the Document reference number &amp; Bill Processing Executive / Store Person reference in the right top hand sight screen itself. Later Vendor can see the same in "My- job" menu option. These NTPC persons will be starting the bill processing. Emails are sent when submitted invoices are accepted / rejected or discrepancy is raised / payment released. Vendors are requested to view their emails regularly</p>
	<p>C. <b>INVOICE &amp; PAYMENT TRACKING RELATED</b></p>
Q.22	<p>How to track the status of the Invoice?</p>
	<p>Ans-</p> <p>Go to 'My Job' menu option and click the 'lens' icon after entering relevant date range. Status columns show two squares, first for Invoice Acceptance Status and other for Payment Status.</p> <p>Legends : <b>GREEN</b> - Approved <b>ORANGE</b> - In Process <b>RED</b> Rejected</p> <ol style="list-style-type: none"> <li>1) Whether invoice accepted and moved can be track from clicking on invoice no under my job section.</li> <li>2) Details of Invoice payment can be tracked from Payment against PO/UTR/Ref no (8xxxx xxxxx)</li> </ol>

Q.23	<p>When payment against Invoice will be credited in my account?</p> <p>Ans.- You can track the payment against Invoice in menu option 'Payment Details' □ 'PO Payment Details'</p> <p>Now enter either Invoice Number or Document Reference Number or PO Number to search the payment details.</p> <p>Invoice Number, Document Reference Number or PO Number you can get from the 'My Jobs' menu options.</p> <p>It shows the various stage of the payment.</p>
Q 24	<p>Q- Where can the Vendors see the details of individual payment received by them along with deduction details if any?</p> <p>Ans :- In menu option 'Payment Details' → 'PO Payment Details'</p>
	<p>D. <b>OTHER</b> S</p>
Q 25	<p>We are supplying against an old PO where it was mentioned to send invoice &amp; other supporting documents in originals to the consignee Stores &amp; copy to Purchase &amp; Finance department. Should we send hard copy of these documents?</p> <p>Ans- No. Even for old NTPC Purchase Orders mentioning hard copy submission, invoice needs to be submitted online in digital mode only. There is no need to send any hard copies of the documents.</p>
Q 26	<p>Q- Can Bank Guarantees be submitted in soft copy in NTPC Vendor Payment Portal?</p> <p>Ans- No. Bank Guarantees are to be submitted in original by Post / Courier / Hand delivery to the concerned Purchase department or to the authority as mentioned in the Purchase Order.</p>
Q 27	<p>In which type of cases the LR copy / Consignment note is to be directly sent by vendor in original to NTPC?</p> <p>Ans: In specific cases where vendor is supplying on FOR, 'Nearest Destination' Godown basis, where subsequent transportation from Transporter's Godown to NTPC Site is to be arranged separately by NTPC, the Vendor has to mandatorily send original Consignee Copy of LR/ Consignment Note to the Consignee as per details mentioned in the PO. For other cases, the original Consignee Copy of LR/ Consignment Note shall be received by NTPC along with the material (through transporter)/ through bank (in LSC Payment cases).</p>
Q 28	<p>I have supplied to NTPC through a GeM portal contract, how can I upload my invoice in NTPC Vendor payment portal?</p> <p>Ans- Presently for supplies against GeM portal orders there is no need to upload digital invoice in NTPC Vendor Payment Portal. The supplier needs to send his tax invoice to the consignee along with the goods.</p>

Q 29	<p>I have supplied to NTPC through a GeM portal contract. Can I track my payment status through NTPC Vendor payment portal?</p> <p>Answer- The GeM supplier can track their payment status through GeM Portal, where the details are updated by NTPC officials regularly. However, if you know your NTPC ERP vendor code along with the SAP Purchase Order No. (created in backend), then you may login to NTPC payment portal &amp; track the status.</p>
Q.30	<p>How to update the PAN/GST Number?</p> <p>Ans- Kindly contact/ send e-mail to the C&amp;M Department/EIC of the NTPC Project/Station from where PO has been issued, along with the relevant document.</p>
Q 31	<p>Q- Can I use this portal to lodge my grievance, suggestion or uploading of our credentials?</p>
	<p>Ans- No this portal is only for uploading of invoices</p>
Q 32	<p>Q- What is the benefit of Invoice / Bill submission in Digital mode</p> <p>Ans- Live tracking facility of all bills, alleviating the concerns arising out of missing documents, improving bill processing lead times and thus streamlining the entire payment cycle</p>

**Annexure-IV to Special Conditions of Contract****No. 15-18/1/2020-HYDEL-II(MoP)-Part(1)****Government of India****Ministry of Power**

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Shram Shakti Bhawan, Rafi Marg

New Delhi, 29<sup>th</sup> November, 2021**OFFICE MEMORANDUM**

**Subject: "Dispute Avoidance Mechanism" through 'Independent Engineer' (IE) in the Contracts of CPSEs under administrative control of Ministry of Power executing Hydro Power Projects – Panel of Experts.**

Reference is invited to this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 regarding the Model Contract Provision for 'Dispute Avoidance Mechanism' through "Independent Engineer" in the Construction Contracts of CPSEs under administrative control of this Ministry executing Hydro Power Projects. Reference is also invited to this Ministry's O.M. No. 15-18/1/2020-H-II dated 05.10.2021, vide which the 'Expression of Interest' was invited from eligible candidate(s) for empanelment as 'Independent Engineer'.

2. In this connection, the undersigned is directed to convey that the Competent Authority has approved the following Panel of Experts as "Independent Engineer" :

S. No.	Name	Date of Birth	Post held immediately before retirement	Contact Details
1	Ravinder Kumar Sharma	10.02.1947	CMD, THDC India Limited	9810137215 rks98101@hotmail.com
2	Chander Mohan Walia	10.11.1949	Director (Electrical), HPPCL and Member (Technical), HPSEB	9418031231 cmwalia1949@gmail.com
3	Arun Kumar	22.12.1950	Member (Projects), HP State Electricity Board	9816600130 arunkumar@jayahydro.com



4	Dr. A.K. Lomas	18.09.1951	CMD, MECL and ED, NHPC Ltd.	9810212274 aklomas@gmail.com
5	Vinod Kumar Kapoor	21.07.1954	ED, NHPC; President/ Project Management Engineer for Hydropower Projects, Bhilwara Energy Ltd.	9599207052/ 9958466211 kapoorveekay@yahoo.co.in
6	Om Prakash	01.04.1957	Executive Director, NHPC Ltd.	8527724400 omprakash1957@gmail.com
7	Krishna Deo Sah	04.07.1957	Executive Director, NHPC Ltd.	9797793514 kdsah.2008@rediffmail.com
8	P.P.S. Mann	09.06.1957	Executive Director, THDC India Ltd. & Head of Project of Tehri Power Complex.	7351901352/ 7277630000 pps3mann@gmail.com
9	Rajesh Kumar Chaudhary	19.11.1957	Executive Director, NHPC Ltd.	9650088562 rajesh1957chaudhary@gmail.com
10	Ramesh Narain Misra	20.11.1957	CMD, SJVN Ltd.	9958111243 rnmisra1957@gmail.com
11	Janki Prasad	14.12.1957	Chief Engineer (HPM), Central Electricity Authority, New Delhi	9868555133 jpg57@rediffmail.com
12	Kanwar Singh	13.03.1959	Director (Civil), SJVN Ltd.	9810519883 kanwarsinghpc@yahoo.co.in ksnhpc@gmail.com
13	Rakesh	20.05.1960	Executive Director, NHPC Ltd.	8811072000 9810330826 rake_sh@hotmail.com
14	Anand Kumar Gupta	15.07.1960	Director (Commercial), NTPC Limited	9650992233 akgupta521@gmail.com

15	Rajesh Kumar Jaiswal	29.09.1960	Executive Director, NHPC Ltd.	8826006998 rajesh9285@gmail.com
16	Muhar Mani	14.12.1960	Executive Director (OMS, QA, Safety/Corporate Planning Monitoring & project Service), THDC, Rishikesh	9411106931 manimuhar@gmail.com
17	Kanwar Pal Singh	01.03.1961	Executive Director, Engineer in Charge of Tehri Pumped Storage Plant and Vishnugad Pipalkoti H.E. Project, THDC India Limited.	9412076324 kpstomar@rediffmail.com
18	Dhirendra Veer Singh	02.04.1961	CMD, THDC India Limited	9411103546 dvsingh01@yahoo.com
19	Suresh Chandra Pal	04.07.1961	Executive Director, NHPC Ltd.	7042711944 scpal02@yahoo.com

3. It is suggested that the Independent Engineer be chosen as per their background and relevant experience. All other terms and conditions shall be governed by this Ministry's O.M. No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 and O.M. No. 15-18/1/2020-H-II dated 05.10.2021, as amended from time to time.

This issues with the approval of the Competent Authority.



**(R. P. Pradhan)**  
Director (Hydro-II)  
Email: rp.pradhan@nic.in

**In-Charge, NIC Cell** – for publication on the website of Ministry of Power.



**Copy to:**

1. The Chairperson, Central Electricity Authority, New Delhi
2. The Chairperson, Central Water Commission, New Delhi
3. Member (Hydro), Central Electricity Authority, New Delhi
4. CMDs of all the CPSUs under Ministry of Power executing Hydro Power Projects.

**Copy for information to:**

1. O/o Hon'ble Minister of Power and New & Renewable Energy.
2. O/o Hon'ble Minister of State for Power.
3. Sr. PPS to Secretary (Power) / Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
4. All Joint Secretaries / equivalent level Officers of Ministry of Power
5. All Directors / Deputy Secretaries of Ministry of Power

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

Shram Shakti Bhawan, Rafi Marg  
New Delhi, the 22<sup>nd</sup> March, 2022

**OFFICE MEMORANDUM**

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

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

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

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

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

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

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

**Encl: as above.**

(Vikrant S. Dhillon)  
Deputy Director

Email: hydro2-mop@gov.in

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

**To**

1. Chairperson, CEA
2. CMDs – PGCIL, REC, PFC, NTPC, NHPC, SJVN, THDC, NEEPCO, POSOCO
3. Chairman - BBMB, DVC
4. Director General – BEE, NPTI, CPRI

**Copy to:**

1. PS to Hon'ble Minister of Power & NRE
2. APS to Hon'ble MoS for Power
3. Sr. PPS to Secretary (Power)
4. Sr. PPS to AS(SKG) / Sr. PPS to AS&FA / Sr. PPS to AS(VKD)
5. All Joint Secretaries of Ministry of Power
6. All Directors / Deputy Secretaries of Ministry of Power.
7. Members of the CCIEs

**Copy also to:**

In-charge, NIC Cell, MoP with request to publish the OM on the website of Ministry of Power.

**(Vikrant S. Dhillon)**  
**Deputy Director**

## NTPC Limited Amendment to Revision-3 of Banning Policy

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**Sub: Guidelines regarding “Policy & Procedure for Withholding and Banning of Business Dealings”**

**1.0** “Policy & Procedure for Withholding and Banning of Business Dealings (Rev.03)” (hereinafter called the “Policy”) was issued vide Circular No. 816 dated 29.08.2020.

**2.0** Based on guidelines issued by Deptt. of Expenditure, Ministry of Finance and further deliberations, following guidelines regarding withholding / banning / suspension of business dealings under the extant Policy are issued:

**2.1 Area of Operation (Para 4.4, 5.7 & 6.3(b) of Policy):**

Withholding/ Banning/ Suspension of business dealings with any agency shall be done **Company-wide only (i.e. entire NTPC including its JVs and Subsidiaries)** for all cases including cases processed from NTPC JV or Subsidiary companies. Henceforth, SSC/Region/Site wide withholding / banning/ suspension will not be applicable.

**2.2 ‘Competent Authority’ (Para 3 (ii) of Policy):**

Competent authority for withholding / banning/ suspension shall be as under:

<b>Action</b>	<b>Applicability of Banning /Withholding / Suspension</b>	<b>Competent Authority</b>	
		<b>Existing</b>	<b>To be read as</b>
<b>Banning</b>	<i>Company wide (entire NTPC and its JVs/ Subsidiaries)</i>	<i>CMD</i>	<i>Functional Director of the concerned department initiating the proposal for Banning</i>

<b>Action</b>	<b>Applicability of Banning /Withholding / Suspension</b>	<b>Competent Authority</b>	
		<b>Existing</b>	<b>To be read as</b>
<b>Withholding</b>		CMD	For Site/Regional/USSC packages: Concerned RED and ED(USSC)  For Corporate packages: Concerned RED / Functional ED and ED(CC&M)
<b>Suspension (including issuance of show cause notice for banning)</b>		CMD	For Site/Regional/USSC packages: ED(USSC)  For Corporate packages: ED(CC&M)
<b>Banning/ Withholding/ Suspension</b>	SSC / Region / Site wide	Not Applicable	

***Further, for cases pertaining to JVs / Subsidiaries of NTPC, the Competent Authority shall be the Chairman of the Board of the JV / Subsidiary provided the Chairman is a Functional Director of NTPC. In case the Chairman of the Board of the JV / Subsidiary is not a Functional Director of NTPC, competent authority shall be Director (Commercial)/Director-In-Charge of CC&M deptt.***

### **2.3 Period of Banning (Para 5.6 of Policy)**

Duration of banning under the Policy shall be for a period of **six (6) months to two (02) years** from the date of issuance of the speaking order. The period of banning shall be recommended by the standing committee on case to case basis depending upon the gravity of the default of the agency except in cases of bribery, corrupt, and fraudulent practices including misrepresentation of facts, where the banning period shall be for two (02) years.

**The revised Period of Banning of 06 months to 02 years, shall also be applicable for cases where Banning / withholding / Suspension order is yet to be issued.**

### **2.4 Effect of Banning / Withholding / Suspension of Business Dealings [Para 4.5, 5.8 and 6.4 of Banning Policy]**

The Agency, after issuance of the Order of Withholding / Banning / Suspension of business dealings under this policy would not be allowed to participate in any future tender enquiry and if the Agency has already participated in another tender process



and the price bids are not opened, its techno-commercial bid will be rejected and price bid will not be opened.

Further, where the price bid of Agency has been opened prior to issuance of Withholding / Banning / Suspension Order under this policy, the price bid of Agency shall be rejected. In case, such agency shall be the lowest evaluated bid (L-1), next lowest evaluated bid shall be considered as L-1.

Further, in case such agency is the lowest evaluated bidder (L-1) and where award recommendations on such agency has been put up for approval, or the award recommendations is approved prior to issuance of Withholding / Banning / Suspension Order under this policy but award is yet to be placed, then award recommendations on such agency shall stand cancelled and the price bid of Agency shall be rejected. A revised recommendation has to be put up for approval considering next lowest evaluated bid as L-1.

No award shall be placed on any agency if Withholding / Banning / Suspension Order for business dealings under this policy has been issued prior to award of contract.

Bid Security of such agency shall be returned after rejection of bids in these cases.