

NTPC Limited

(A Government of India Enterprise)



BIDDING DOCUMENTS

SECTION - VII

BOOK 3 OF 3

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

TABLE OF FORMS AND PROCEDURES

Sl.No.	Description	
Section-VII (Part 1 of 3)		
1a.	Techno-Commercial Bid (Envelope-1) (Bid Form along with Attachments)	
Section-VII (Part 2 of 3)		
1b.	Price Bid (Envelope-2) (Bid Form along with attachments and Price Schedules)	
Section-VII (Part 3 of 3)		
2.	Proforma for Bank Guarantee for Bid Security and Insurance Surety Bond	
2a.	Bid Security Form - Bank Guarantee in case of Bid from Joint Venture	
2b.	Bid Security Form - Letter of Credit	
2c.	Bid Security Declaration Form/ Letter of Undertaking	
3	(a) Form of Notification by the Employer to the Bidder	
	(b) Form of Sight Draft	
4.	Forms of Notification of Award	
5.	Form of Contract Agreement	
6.	Performance Security Form and Insurance Surety Bond	
6a.	Performance Security Form in case of Contract awarded to Joint Venture	NOT APPLICABLE
7(i).	Bank Guarantee Form for Advance Payment (Supply Ex-Works)	
7(ii).	Bank Guarantee Form for Advance Payment (Installation Services)	
7(iii).	Bank Guarantee Form for Advance Payment (in case of Contract awarded to Joint Venture)	NOT APPLICABLE

Sl.No.	Description	
8.	Form of Completion Certificate	
9.	Form of Operational Acceptance Certificate	
10.	Form of Trust Receipt	
11.	Forms of INDEMNITY-CUM-UNDERTAKING AGREEMENT (2 Nos.)	
12.	Form of Authorization Letter	
13.	Form of Deed of Joint Undertaking	NOT APPLICABLE
14.	Form of Bank Guarantee by Associate/ Collaborator	NOT APPLICABLE
15.	Form of Joint Venture Agreement	NOT APPLICABLE
16.	Form of Bank Guarantee Verification Check List	
17.	Form of Extension of Bank Guarantee	
18.	Form of INDEMNITY-CUM-UNDERTAKING AGREEMENT for Removal of Surplus Material and scraps	
19.	Form of Contract Closing Certificates	
20.	Certificate from Bank regarding BG charges	
21.	Format for Tripartite Integrity Pact	
22.	Format for declaration of absence of conflict of interest with Independent Engineer	
23.	Format for declaration of absence of conflict of interest with Conciliation Committees of Independent Experts (CCIE)	

2. BID SECURITY FORM

2. Bid Security Form

Bank Guarantee

(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date.....

To

NTPC Limited

.....
.....

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.,
M/s.....(**)..... having its Registered/Head Office at
..... (hereinafter called the 'Bidder') wish to participate in the
said bid for *[Name of Package]*

As an irrevocable bank guarantee against Bid Security for an amount of (*)
..... valid for days from
.....(**)..... required to be submitted by the
Bidder as a condition precedent for participation in the said bid which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the *[Name & address of the Bank]*
.....having our Head Office at
(#) guarantee and undertake to pay immediately on demand by
..... *[Name of the Employer] (hereinafter called the 'Employer')*
the amount of(*).....without any reservation,
protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@)..... If
any further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instructions from M/s(**)
.....*[Bidder's Name]*..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide
Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. The BG should be issued on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List enclosed in the Bidding Documents. Further, Bidders are required to fill up this Check List and enclose the same with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

Form of Insurance Surety Bond towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.
M/s.....[Bidder's Name]..... having its Registered/Head Office at
..... (hereinafter called the 'Bidder') wish to participate in the
said bid for [Name of Package]

As an irrevocable Insurance Surety Bond against Bid Security for an amount of
..... (*) valid for days from
.....(**)..... required to be submitted by the
Bidder as a condition precedent for participation in the said bid which amount is liable to be
forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]
.....having our Head Office at(#).....
..... guarantee and undertake to pay immediately on demand by
NTPC Limited (hereinafter called the 'Employer') the amount of
.....(*).....without any reservation, protest,
demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding
on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy
available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid
upto(@) If any further extension of this Insurance Surety Bond is
required, the same shall be extended to such required period (not exceeding one year) on
receiving instructions from M/s[Bidder's Name]..... on
whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide
Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

2.a Bid Security Form

(IN CASE OF BID FROM JOINT VENTURE)

Bank Guarantee

(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)

NOT APPLICABLE

FORM No. 2.b

BID SECURITY – LETTER OF CREDIT

~~PROPOSED ISSUING BANK NAME & ADDRESS~~

~~IRREVOCABLE STANDBY CREDIT NUMBER & DATE:~~

Beneficiary : _____ NTPC Limited

Gentlemen :

By the order of :

_____ (Name of Bidder) _____

1. ~~We hereby issue in favour of the Beneficiary our irrevocable credit for the account of _____ (hereinafter called the Bidder) for an amount or amounts not to exceed in the aggregate _____ (Amount) _____ (Amount written out) available by your drafts at sight and will be effective from _____ (Bid Opening Date) _____ until its expiry date as specified below:~~
2. ~~Your sight draft(s) in the format attached Exhibit 1 (i.e. Form 3b, Section VII, Part 3 of 3) must mention our credit number as it appears above, and be accompanied by the Notification by the Employer to the Bidder in the format of attached Exhibit II (i.e. Form 3a, Section VII, Part 3 of 3) and be presented to our counters _____ (Name and Address of the counters) _____ before expiration of this credit.~~
3. ~~Our counters _____ (Name and Address of the counters) _____ on verification of the documents mentioned in para 2 above shall send the amount to State Bank of India, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001, for credit of amount to Account Number : 10813608669 of NTPC Ltd.~~
4. ~~This credit shall remain in force upto and including _____ @ _____ and shall be extended from time to time for such period as may be desired by _____ (Name of Bidder) _____ on whose behalf this letter of credit has been issued.~~
5. ~~We are informed that this instrument is being issued in accordance with Invitation for Bids under your Bid Document No. _____ for _____ (Name of Package).~~
6. ~~This credit is subject to the Uniform Customs and practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication Number 600.~~
7. ~~This is Operative instrument and no confirmation will be sent. We hereby engage with drawers and/or bonafide holders that sight draft drawn and negotiated in conformity with the terms of this credit will be duly honoured on presentation.~~

~~8. Any advising and/or confirmation charges and/or negotiating charges of the issuing bank for realization of proceeds of this Letter of Credit shall be to the account of the bidder.~~

Very truly yours

ISSUING BANK

.....

AUTHORISED SIGNATURE(S)

~~@ This date shall be 45 (Forty Five) days beyond the validity of bid.~~

2.c Bid Security Declaration Form

To

[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No , We, M/s.....*[Bidder's Name]*..... having our Registered/ Head Office at (hereinafter called the 'Bidder') wish to participate in the said tender for *[Name of Package]*

We confirm that we have read the provisions of the bidding document no. and we hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of **06 months** from the date of withdrawal of the bid.

2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in retendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Date: Signature

Place: Name of the Authorized person

NOTE :

Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.

Bid Security Declaration Form
(IN CASE OF BID FROM JOINT VENTURE)

To
[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.,
M/s.....[Partner Name].....having its Registered/Head Office at
..... and M/s.....[Other Partner's
Name]..... having its Registered/Head Office at
..... (hereinafter collectively called the 'Bidder') wish to
participate in the said bid for [Name of Package]
.....

We confirm that we have read the provisions of the bidding document no. and we
hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in
the bidding documents or any extension thereof, then we shall be treated as ineligible for
participation in the future tenders issued from NTPC for a period of **06 months** from the date of
withdrawal of the bid.

2. In addition, we also confirm that in case after having been issued the Notification of
Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase
Order or do not sign the Contract or do not submit an acceptable Performance Security as per
bidding documents provision, and which result in tender being annulled then we shall be treated
ineligible for participation in retendering of this particular package and contractual action may be
taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be
free to take further actions as per the provisions of the policy for Withholding and Banning of
Business Dealings.

Date: Signature and Name of the Authorized
Place: person of each Partner of Joint Venture

NOTE :

Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is
indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are
indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-
responsive and shall not be opened.

**3. (a) FORM OF NOTIFICATION BY THE
EMPLOYER TO BIDDER**

(b) FORM OF SIGHT DRAFT

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BIDDER

M/s.....

Ref : Your proposal against our IFB No.....
Forfeiture of Bid Guarantee amount.

Dear Sirs,

Whereas you have furnished as a part of your proposal the Bid Guarantee in the form of irrevocable and confirmed Letter of Credit No.....dated.....
.....for a sum of

(Bank's name)

.....payable to..... (Name of the Employer) on demand without any reservation, demur or protest, contest and recourse at.....

...

(Name and place of Bank)

In terms of the aforesaid Bid Guarantee, we do hereby forfeit the Guarantee amount.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

N.B. The Letter of Credit should not stipulate any other proforma of notification different from this format. No change whatsoever in the said proforma is acceptable to the Employer.

3b. FORM OF SIGHT DRAFT

Drawn under L.C. No.....dated.....

of

.....
(Name of Bank that opened the L.C.)

At sight promptly pay to

(Name of the Bank at which L/C, is negotiable

.....or order sum of.....

for payment to the Employer)

(Amount of L/C)

for value received.

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

To,

(Name and Address of the
Bank which opened L.C.)

4. FORM OF NOTIFICATION OF AWARD

**4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'
FOR SUPPLY OF PLANT AND EQUIPMENT**

NOTE : *INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD
ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.*

Ref. No. :

Date :

.....(Contractor's Name & Address).....
.....
.....
.....

Attn : Mr.....

Sub : Notification of Award of Contract for Supply of..... *(Package Name)*
..... as per Bidding Document No.....

Dear Sir,

1.0 This has reference to the following :

- (i) Our Notice Inviting Tender (IFB) No. dated
- (ii) Bidding Documents for the subject package issued to you vide our letter no.
..... dated..... comprising the following :

*.....(List out all the Sections/Volumes of the Bidding Documents
along with Tender Drawings etc. as issued to the bidder).....*

Errata/Amendment No..... to..... *(Name of Section/Volume of
the Bidding Documents to which Errata/Amendment pertains).....*
issued to you vide our letter no. dated

*(Applicable only if any Errata/Amendment to the Bidding Documents has
been issued subsequently)*

- (iii) Clarifications furnished to you on the Bidding Documents vide our letter
no..... dated based on the query raised by **you/one
of the prospective bidders. (Use as applicable)**

*(Applicable only if any clarification to the Bidding Documents has been
issued subsequently)*

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER
CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING
DOCUMENTS UP TO THE DATE OF BID OPENING)**

- (iv) Your Proposal for the subject package submitted vide your letter No. dated..... **and its modification vide letter no. dated (Delete if not applicable).**
- (v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

- (vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
- (a) Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - (b) Minutes of Meeting on Technical issues (APPENDIX -)
 - (c) Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX-.)

2.0 We confirm having accepted your proposal submitted vide letter no. dated **and its modification vide letter no. dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of**(Indicate brief Scope of Work)** of **(Name of Package)**for **(Name of project)**..... as per Specification No. :..... (hereinafter referred to as the 'First Contract').

3.0 We have also notified you vide our Notification of Award No. dated for award of Second Contract on you for the work of **(Indicate brief scope of work of the Second Contract)** complete **(Name of Package)**..... for **(Name of Project)**as per Bidding Document No..... (hereinafter referred to as the 'Second Contract'). You shall also be fully responsible for the works to be executed under the 'Second Contract' and it is expressly understood and agreed by you that any breach under the 'Second Contract' shall automatically be deemed as a breach of this 'First Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' shall

not automatically relieve you of any of your responsibilities/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this Contract when installed and commissioned under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

4.0 The total Contract Price for the entire scope of work under the Contract shall be(**Specify the amount**)..... as per the following break up:

(i) **Ex-manufacturing works/place of despatch price (both in India)/**
for Main Equipment

(ii) **Ex-manufacturing works/place of despatch price (both in India)/**
for Mandatory Spares

(iii) Type test charges
(Delete if not applicable)

TOTAL (i + ii + iii)

(.....(**Specify the total amount in words**).....)

5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(**Specify**).....days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
.....(**Name of the Employer**).....

(Authorised Signatory)

Encl. : As above.

**4b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR
INSTALLATION OF PLANT AND EQUIPMENT**

NOTE : *INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD
ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.*

Ref. No. :

Date :

.....(*Contractor's Name & Address*).....
.....
.....
.....

Attn : Mr.....

Sub : Notification of Award of Contract for Inland Transportation, Insurance, Installation,
Testing & Commissioning and Guarantee Tests of (*Package Name*)
..... as per Bidding Document No.....

Dear Sir,

1.0 This has reference to the following :

- (i) Our Invitation for Bids (IFB) No.dated.....
- (ii) Bidding Documents for the subject package issued to you vide our letter no.
..... dated..... comprising the following :

.....(*List out all the Sections/Volumes of the Bidding Documents
along with Tender Drawings etc. as issued to the bidder*).....

Errata/Amendment No..... to..... (*Name of Section/Volume
of the Bidding Documents to which Errata/Amendment pertains*)
issued to you vide our letter no.dated

*(Applicable only if any Errata/Amendment to the Bidding Documents has
been issued subsequently)*

- (iii) Clarifications furnished to you on the Bidding Documents vide our letter
no..... dated based on the query raised by **you/one
of the prospective bidders. (Use as applicable)**

*(Applicable only if any clarification to the Bidding Documents has been
issued subsequently)*

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER
CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING
DOCUMENTS UP TO THE DATE OF BID OPENING)**

(iv) Your Proposal for the subject package submitted vide your letter No. dated **and its modification vide letter no. dated (Delete if not applicable).**

(v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

(vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.

(vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :

(a) Minutes of Meeting regarding Commercial issues (APPENDIX -)

(b) Minutes of Meeting on Technical issues (APPENDIX -)

(c) Minutes of Meeting regarding Work Schedule (APPENDIX -)

(d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX-.)

2.0 We confirm having accepted your proposal submitted vide letter no. dated **and its modification vide letter no. dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of **(Indicate brief Scope of Work)** of **(Name of Package)** for **(Name of project)**..... as per Bid Document No. : (hereinafter referred to as the 'Second Contract').

3.0 We have also notified you vide our Notification of Award No. dated for award of 'First Contract' on you for the work of **(Indicate brief scope of work of the First Contract)** complete **(Name of Package)** for **(Name of Project)** as per Bidding Document No. (hereinafter referred to as the 'First Contract'). You shall also be fully responsible for the works to be executed under the 'First Contract' it is expressly understood and agreed by you that any breach under the 'First Contract' shall automatically be deemed as a breach of this 'Second Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'First Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Second Contract' as well and vice-versa. However, such breach or default or occurrence in the

'First Contract' shall not automatically relieve you of any of your responsibilities/obligations under this 'Second Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under the 'First Contract' when installed and commissioned under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

4.0 The total Contract Price for the entire scope of work under the Contract shall be**(Specify the amount and currency)**..... as per the following break up :

(i) Inland transportation and inland transit insurance charges for Main Equipment

(ii) Inland transportation and inland transit insurance charges for Mandatory Spares

(iii) Unloading and handling at site, storage, erection, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee Tests

TOTAL (i + ii + iii)

(.....**(Specify the total amount in words)**.....)

5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....**(Specify)**.....days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
.....**(Name of the Employer)**.....

(Authorised Signatory)

Encl. : As above.

5. FORM OF CONTRACT AGREEMENT

5. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____.

BETWEEN

(1) *[Name of Employer]*, a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called “the Employer”), and (2) *[name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *[list of facilities]* (“the Facilities”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

- 1.1 **Contract Documents** (Reference GCC Clause 2)
The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This Contract Agreement and the Appendices hereto
 - (b) Notification of Award
 - (c) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) Technical Specifications and Drawings
 - (f) The Bid and Price Schedules submitted by the Contractor
 - (g) Procedures (as listed)
 - (h) Integrity Pact (IP) signed between the Employer and the Bidder / Contractor
- 1.2 **Order of Precedence** (Reference GCC Clause 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 **Definitions** (Reference GCC Clause 1)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

- 2.1 **Contract Price** (Reference GCC Clause 11)
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of local currency in words]*,

[amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

- 2.2 **Terms of Payment** (Reference GCC Clause 12)
The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

**Article 3. Effective
Date for Determining
Time for Completion**

3.1 **Effective Date** (Reference GCC Clause 1)
The Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security;
- (c) The Employer has paid the Contractor the Advance Payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

- 3.3 However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award. In this case, Contract price and/or time for completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and

authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Employer"]

and

["the Contractor"]

APPENDICES

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment – Not Applicable
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Documents for Approval or Review
Appendix 8	Functional Guarantees - Not Applicable

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break down given in the Section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

A. Payment terms as per Technical Specification (Section-VI)

B. DELETED

C. DELETED

D. DELETED

E. DELETED

F. DELETED

G. Payment Terms for Taxes & Duties

100% of applicable Taxes and Duties which are payable by the Employer under the Contract shall be paid/reimbursed to the Contractor upon receipt of equipment/ spares/ services and on production of satisfactory documentary evidence by the Contractor. However, GST as applicable on Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon supply of goods/services, based on the value of the respective goods/services.

H. ~~Amount linked to Safety Aspects/ compliance to Safety Rules:~~

I. ~~The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz,~~

~~A) 10% amount (calculated as 0.1 Y of the service portion amount of RA bill) shall be linked to Fatal/Major Accidents, and~~

~~B) 90% amount (calculated as 0.9 Y of the service portion amount of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of NTPC.~~

NOTE:

**~~Amount linked to Safety Aspects / Compliance to Safety Rules
specified in Price Schedule~~**

~~$$Y = \frac{\text{Total amount for Service Portion of the Contract, i.e. Civil + Installation / Erection + Structural Works}}{\text{Total amount for Service Portion of the Contract, i.e. Civil + Installation / Erection + Structural Works}} \times 100$$~~

~~Y= 5 %~~

~~II. From each RA Bill, the Amount linked to Safety Aspects / Compliance to Safety Rules shall be retained in such a manner that amount is equal to Y of the total Service Portion (Civil + Installation/ Erection + Structural Works) of RA Bill.~~

~~II. While raising each RA Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y% of the service portion (Civil + Installation/ Erection + Structural Works) of RA Bill.~~

~~III. The amount as elaborated at para H.I. shall be withheld from first and second monthly RA bill of the respective quarter/three month period and shall be released in part or full based on safety compliance duly certified by Project Manager and Safety in charge on quarterly basis. The amount for the entire quarter (i.e. RA bills raised during a 3 month period) shall be paid to the Contractors at the end of that three months period along with 3rd/last RA Bill for the quarter/three months period upon complying the following conditions:~~

~~A) Amount of RA Bill linked to Fatal/ Major Accidents (0.1Y as elaborated above at para H.I.A)~~

~~Aforesaid amount (on quarterly basis) shall be payable to Contractor only in case, there is~~

~~i) No fatal injury or accident causing death in that three months period~~

~~and~~

~~ii) No Major injury or accident causing 25% or more permanent disablement to workmen or employees in that three months period. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act' 1923.~~

~~In case of any fatal injury or accident as elaborated above occurs during that three month period, the stipulated amount (0.1Y) subject to minimum of **Rs. 10 Lakh per fatality** shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.~~

~~In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during that three month period, **Rs. 4 lakh per Major injury** shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.~~

~~Further, in case, Contractor doesn't raise RA Bills in any three month period/quarter and if any fatal injury and/or major accident takes place in that~~

period, Project Manager shall deduct the amount [Rs 10 Lakh per fatality and Rs 4 lakh per Major injury] pertaining to this particular quarter from his next RA bill/due payment. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments immediately due to the Contractor under the Contract.

~~The amount deducted/forfeited as mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time.~~

~~B) Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para H.I.B)~~

~~Aforesaid amount (on quarterly basis) shall be payable to Contractor in five equal parts under five heads as under:~~

~~(i) Amount payable on deployment of required Safety Personnel~~

~~One fifth of the amount specified at H.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that required number of Safety personnel as per Clause 2.3 of 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC/SCC] have been deployed. The aforesaid amount linked to deployment of requisite safety personnel shall be paid as under:~~

- ~~a) 50% of the amount referred at H.III.B.(i), for deployment of Safety Supervisors shall be paid on pro-rata basis depending upon the actual no. of Safety Supervisors deployed vis-à-vis actual requirement :~~

~~Amount to be paid = 0.09Y x Service portion of RA bill amount x (a/b)~~

~~Where 'a' is actual no. of Safety supervisors deployed~~

~~and~~

~~'b' is required no. of Safety supervisors as per Safety Rules.~~

~~In case, actual no. of Safety supervisors deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.~~

- ~~b) 50% of the amount referred at H.III.B.(i), for deployment of Safety Officers shall be paid on pro-rata basis depending upon the actual no. of Safety Officers deployed vis-à-vis actual requirement :~~

~~Amount to be paid = 0.09Y x Service portion of RA bill amount x (a/b)~~

~~Where 'a' is actual no. of Safety Officers deployed~~

~~and~~

~~'b' is required no. of Safety Officers as per Safety Rules.~~

~~In case, actual no. of Safety Officers deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.00Y.~~

- ~~e) In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.~~

~~(ii) Amount payable on providing requisite Personal Protective Equipment & Safety Equipment~~

~~One fifth of the amount specified at H.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.~~

~~In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by Project Manager /Safety Officer of NTPC as per clause 22.3.3 (ii) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.~~

~~(iii) Amount payable on providing requisite Safety Induction and Training~~

~~One fifth of the amount specified at H.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants' to at least 90% of its employees/workmen (who have not been previously provided with requisite training) in a quarter/ three months period.~~

~~In case Contractor fails in meeting the aforesaid requirement, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.~~

~~(iv) Amount payable on providing requisite Medical and First Aid Amenities~~

~~One fifth of the amount specified at H.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.~~

~~In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence in any quarter/three month period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.~~

~~(v) Amount payable on compliance to Work Permit System~~

~~One fifth of the amount specified at H.III.B (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.~~

~~In case of non-compliance by Contractor, warning letters/Non-Compliance Memos shall be issued by Project Manager /Safety Officer of NTPC as per clause 22.3.3 (v) of GCC. In case of issuance of more than two such warning letters/Non-Compliance Memos in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.~~

- ~~**IV.** In case 'Amount linked to Safety Aspects / compliance to Safety Rules' is less than **5.00%** of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety in charge on quarterly basis.~~

~~(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing installation percentage /retention amount).~~

PAYMENT PROCEDURES

The Procedures to be followed in making application for, certifying and making payments shall be as follows :

1. Payment Schedule/Price Break-up for Payments

- 1.1 The Contractor shall prepare and submit to the Engineer for approval, a break-up of the Contract Price. The Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition in Clause 10 of GCC, Section- IV. Any payment under the Contract shall be made only after the Contractor's price break-up is approved by the Engineer. The aggregate sum of the Contractor's price break-up shall be equal to the lump sum Contract Price.
- 1.2 The Billing Breakup for Mandatory Spares shall be submitted to the Employer for approval as per the format enclosed as Annexure-1 to this Appendix indicating therein the details such as Make, Model number, Drawing/Datasheet number and Part number of all spare items. The relevant drawings/documents shall be submitted along with the Billing Break up.
- 1.3 The Contractor shall, by the 15th April of every year, furnish the BBU value of supplies sourced from Micro and Small Enterprises (MSEs) along with the total BBU value of supplies dispatched by it during the preceding financial year as per the format enclosed as Annexure-2 to this APPENDIX-1.

2. Currency of Payment

- 2.1 The Contract Price shall be paid in Indian currency only.

3. Application for Payment

- 3.1 The Contractor shall submit application for the payment in the proforma enclosed.
- 3.2 Every interim payment certificate shall certify the Contract Value of the Facilities executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the Facilities that according to the decision of the Project Manager, does not comply with the Contract, or has been performed, at the date of certificate prematurely.
- 3.3 *The Employer has established a Vendor Payment portal where Vendor/Contractor shall submit their digital bill/invoice and may track its status. The Application for Payment along with all the supporting documents (for direct payment cases as mentioned in Para 5.2 below) shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed with Class-2/3 digital Signature and must be uploaded in the Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.*

4. **Due Dates for Payment**

- 4.1 The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice alongwith all necessary supporting documents for such advance payment. Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within thirty (30) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respects.
- 4.2 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, NTPC shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).
- 4.3 Vendor/Contractor can track the status of their digitally submitted Bill/Invoice in the NTPC Vendor Payment Portal.

Note: FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode is attached as **Annexure-4**.

5. **Mode of Payment**

- 5.1 ~~The Employer will establish an irrevocable Letter of Credit (L/C) in favour of the Contractor through the Employer's Bank in Employer's country for payments due, as per Terms of Payment, on despatch of equipment i.e. Ex works despatch of equipment. The value of L/C will be as per payment schedule for each quarter and valid for a quarter. It will be the responsibility of the Contractor to utilize the L/C to the fullest extent. In case L/C has been established by the Employer and not utilized by the Contractor, for reasons of delay attributable to him, all reinstatement~~

~~charges for the L/C for further period necessitated due to non-utilization of L/C will be to the account of the Contractor.~~

- 5.2 The payment of the advance amount, Type Test Charges if any, price adjustment amounts, all other supply payments, taxes and duties (wherever admissible) inland transportation insurance and the Installation Portion of the Facilities shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.

6. **For payments related to Erection/Civil works**

- (i) The Contractor shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Employer for disbursement to sub-contractors, sub-vendors, PRW's etc., of the Contractor. The Contractor shall maintain separate books of accounts for all payments under this Contract and the Project Manager shall have access to these at all times.

(ii) **Account Tracking Mechanism**

In case the Contractor wants to withdraw funds from the above bank account for any purposes other than the Contract, he shall be required to submit an undertaking to the Project Manager certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed corresponding to the total payment received by him under the Contract.

For tracking of payments received from the Employer, the Contractor shall also submit a monthly statement by 7th of every month certifying the transactions pertaining to the above account along with the purpose of such transactions. In case the Contractor transfers funds for any purposes other than the Contract, without prior consent of the Employer, it will constitute a breach of Contract by the Contractor.

- (ii) In case the Contractor violates the above provisions, NTPC will have the right to give suitable instructions to the Bank to regulate/freeze the account.

FORM OF APPLICATION FOR PAYMENTS

Project :
Equipment Package : Date :
Name of Contractor : Contract No. :
Contract Value : Contract Name :
Unit Reference : Applicable Serial
Number :
To.

.....*

(Name of Employer)

Dear Sir

APPLICATION FOR PAYMENT

1. Pursuant to the above referred Contract Agreement dated..... the undersigned hereby applies for payment of the sum of (Specify amount and currency in which claim is made).
2. The above amount is on account of : (check whichever applicable)

Advance payment (Schedule **)

Interim payment as advance (Schedule **)

Progressive payment against despatch of equipment (Schedule **)

Progressive payment against receipt of equipment (Schedule **)

Progressive payment against Installation (Schedule **)

Inland transportation (Schedule **)
Inland insurance

Price adjustment

Extra work not specified in contract
(Ref. Contract change order No.....)

Others (specify)

Final payment (Schedule **)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s)..... of the payment schedule annexed to the above mentioned Contract.

4. The application consists of this page, a summary of claim statement (Schedule **), and the following signed schedules

1

2

3

The following documents are also enclosed :

1

2

3

Signature of Contractor/
Authorised Signatory

* Application for payment will be made to 'Project Manager' as to be designated for this purpose at the time of Notification of Award.

** Proforma for the Schedules will be mutually discussed and agreed to during the finalization of the Contract Agreement.

ANNEXURE-1 TO APPENDIX-1

PROJECT :	CLIENT :
PACKAGE:	
TITLE : BILLING BREAK UP FOR MANDATORY SPARES	CONTRACTOR :
NOA REF :	
BILLING BREAKUP (BBU)	
NO. :	

[illegible]

Annexure-2 to APPENDIX-1

Proforma for details to be furnished by the Contractor by 15th April of every financial year of supplies sourced from MSEs dispatched during the preceding financial year.

Package Name:

Project Name:

Name of the Contractor:

COA No.:

Details of BBU value of supplies dispatched during the preceding financial year are furnished here below:

BBU value of total supplies dispatched (A) (in eqvt INR)	Out of the total supplies dispatched, BBU value of supplies sourced from MSEs (B) (in eqvt INR)	Percentage of supplies sourced from MSEs wrt total supplies dispatched (C = B*100/A) (%)
.....

In case of no supplies sourced from MSEs, mention 'NIL'.

I, on behalf of M/s (*Contractor*) hereby declare that the information furnished above is correct.

Signature.....

Name.....

Designation and Seal.....

(To be executed on Non- Judicial Stamp Paper of Appropriate Value)

ESCROW AGREEMENT

ESCROW AGREEMENT (hereinafter referred to as this “**Agreement**”) is entered into on this ___ day of _____ 20__ at _____.

BETWEEN:

M/s NTPC Limited, a Company incorporated under the laws of India and having its principal place of business at **NTPC Bhawan, Core-7, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003** (hereinafter referred to as the “**Employer**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors and assigns) of the **FIRST PART**;

AND

M/S _____ a Company incorporated under the laws of _____ and having its principal _____ place _____ of _____ business _____ at _____ (hereinafter referred to as the “**Contractor**”, which expression shall, unless it is repugnant to the subject or context thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**;

AND

M/S _____, a body corporate incorporated under the laws of India and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at _____ in its capacity as the Escrow Agent for the Contractor (hereinafter referred to as the “**Escrow Bank**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **THIRD PART**.

The Employer, the Contractor and the Escrow Bank are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The Employer vide IFB No. (“**Tender**”) had invited bids for **Packages** (“**Package**”) for (“**Project**”).
- B. Accordingly, the said “**Contractor**”, submitted its bid in response to the above-mentioned IFB.
- C. Pursuant to the IFB and the bid submitted by the Contractor, the Employer issued the Notification of Award dated _____ bearing Reference No.

_____ (“**Notification of Award**”) and executed Contract Agreement Reference No. _____ dated _____ (hereinafter called “**Contract**”).

- D. In terms of Clause _____ of the Contract, the Contractor is required to open and maintain separately an Escrow Account with the Escrow Bank.
- E. The Contractor have approached _____ Bank to act as an escrow agent and the _____ Bank has agreed to act as the Escrow Bank under this Escrow Agreement; and
- F. Accordingly, Parties are desirous of executing this Escrow Agreement to set out the manner and procedure for operation of the escrow account and other matters in connection therewith.
- G. Additional Advance related to Ex-works/Installation Services (including Civil Works) under the Contract will be released by the Employer to the Contractor in the Escrow Account. The Contractor is required to make payment to suppliers of goods and services, statutory authorities, establishment expenses etc. as may be required for the successful performance of the Contract.
- H. The Contractor is required to utilise the money collected in the Escrow Account in accordance with the waterfall mechanism set out in this Agreement.
- I. In view of the afore-said, the mutual covenants, and understandings set forth herein, the Parties wish to enter into this Agreement for setting out the terms and conditions to deal with all payments in accordance with the requirements set out in the Bid Document.

NOW, THEREFORE, in consideration of the premises herein set forth and other good and valid consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

Applicable Law means all applicable statutes, laws, by-laws, rules, regulations,

orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation, approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

Business Day means a day other than a Sunday or a bank holiday on which banks are normally open for business during banking business hours in Delhi, India.

Contractor shall have the meaning as ascribed to it in Second Part

Employer shall have the meaning as ascribed to it in First Part.

Escrow Account shall mean the account in the name and style of “_____” opened and maintained by the Contractor in terms of Clause _____ of the Contract with the Escrow Bank and operated in terms of this Escrow Agreement.

Escrow Agreement shall mean this agreement, together with the schedules hereto, as may be amended, modified or supplemented from time to time, in accordance with its terms.

Escrow Bank shall have the meaning as ascribed to it in Third Part.

Notification of Award shall have the meaning as ascribed to it in Recital C.

Package shall have the meaning as ascribed to it in Recital A.

Project shall have the meaning as ascribed to it in Recital A.

Tender shall have the meaning as ascribed to it in Recital A.

1.2 PRINCIPLE OF CONSTRUCTIONS

In this Agreement, unless the context otherwise requires:

- (a) reference to an Account includes a reference to any sub-account of that Account;
- (b) reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

- (c) a reference to "authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- (d) a reference to "control" includes the power to direct by contract or otherwise;
- (e) unless the context otherwise requires, the singular includes the plural and vice versa;
- (f) a reference to a Schedule is, unless indicated to the contrary, a reference to a schedule to this Agreement;
- (g) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (h) references to the word "includes" or "including" are to be construed without limitation;
- (n) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (o) any reference to a public organization shall be deemed to include any successor to such public organization or any organization or functions or responsibilities of such public organization;
- (p) "year" "month" and "day" wherever used in this Agreement imply that of English calendar;
- (q) words and abbreviations, which have, well known technical or trade/commercial meanings are used in the Agreement in accordance with such meanings;
- (r) A reference to times and dates in this Escrow Agreement are references to times and dates in India.
- (s) Any date or period as set out in any clause of this Escrow Agreement may be extended with the written consent of the Parties.
- (t) The Schedules form an integral and operative part of this Escrow Agreement and references to this Escrow Agreement shall include references to the Schedules.

2. APPOINTMENT OF ESCROW BANK

Each of the parties acknowledges that the Escrow Bank has been appointed under this Escrow Agreement and that it shall discharge its functions in accordance with the terms of this Escrow Agreement. Escrow Bank hereby accepts the escrow arrangement hereby declared and provided upon the terms and conditions set forth in this Escrow Agreement.

3. ESTABLISHMENT OF THE ACCOUNTS

The Contractor has established with the Escrow Bank an account with its branch, the details of which are provided in **Schedule-II** hereto, titled the "_____ Account". The Contractor acknowledges and agrees that it shall maintain the Escrow Account.

4. OPERATING PROCEDURES

The Employer, the Contractor and Escrow Bank, have prior to execution of this Agreement agreed on the detailed terms and conditions and Operating Procedures for the Escrow Account (as set out in **Schedule-III**), provided however, in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time.

All transfers and payments pursuant to this Agreement shall be in a manner consistent with the operating procedures.

The Escrow Bank shall submit to the Employer the usage of monies withdrawn from the Escrow Account together with a monthly statement from the Escrow Bank evidencing receipt and withdrawal of funds into and from the Escrow Account.

The Employer shall be entitled to verify the usage of funds withdrawn from the Escrow Account.

At any time the Employer is entitled to seek an account statement from the Escrow Bank and such evidence of usage of funds by the Contractor from the Escrow Account as required by the Employer.

5. OBLIGATIONS OF THE CONTRACTOR

Nothing contained in this Agreement shall affect the obligations of the Contractor under the Bid Documents or Contract Agreement as set out above.

The Contractor shall simultaneously deliver a copy to the Employer of any notice or document delivered to the Escrow Bank pursuant to this Agreement.

6. ESCROW BANK SERVICE CHARGES AND EXPENSES

The Contractor shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Escrow Bank as mutually agreed and such other out of pocket expenses as are claimed by the Escrow Bank (collectively, the "**charges**") in connection with the Escrow Account. In addition, the Contractor has agreed to pay one-time bank escrow service charges of Rs. _____ plus applicable Goods and Service Tax. Contractor shall deposit the one-time bank escrow service charges in to the Escrow Account within three Business Days of the opening of the Escrow Account and/or shall deposit the charges from time to time of such demand by the Escrow Bank. In the event Contractor fails to make the timely payment to the Escrow Bank of the one-time bank escrow service charges and/or the charges, the Escrow Bank shall have the right to withdraw such amounts from the Escrow Account as is necessary for the payment of the one-time bank escrow service charges and charges, in which case Contractor shall replenish the Escrow Account with such amounts equivalent to the amounts withdrawn by the Escrow Bank within **three** Business Days of such withdrawal.

7. ESCROW BANKS'S DUTIES AND LIABILITIES

- 7.1** The Escrow Bank shall have only those duties, obligations and responsibilities expressly specified in this Escrow Agreement and shall have no duties, obligations or responsibilities which are implied or inferred by law or otherwise.
- 7.2** The duties of the Escrow Bank under this Escrow Agreement are purely ministerial, administrative and non-discretionary in nature. Neither Escrow Bank nor any of its directors, officers, agents and employees shall, by reason of anything contained in this Escrow Agreement, be deemed to be a trustee for or have any fiduciary relationship with the parties. Where the Escrow Bank has acted in accordance with this Escrow Agreement, it shall be deemed to have acted as if instructed to do so by the Employer.
- 7.3** The Escrow Bank shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties under this Escrow Agreement.
- 7.4** The Escrow Bank shall not be precluded by virtue of this Escrow Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the parties or any of their affiliates

provided such transactions or arrangements are not contrary to the provisions of this Escrow Agreement.

- 7.5** The Escrow Bank shall not be bound or affected, in its capacity as Escrow Bank, in any way by the Agreement or any agreement or contract between Parties to which the Escrow Agent is not a party. The Escrow Bank, in its capacity as an escrow bank, is deemed not to have any knowledge of any provision of the Agreement or any other document unless the substance of such provisions is explicitly set forth in this Escrow Agreement. The Escrow Bank shall not in any way be required to determine whether or not the terms and conditions of the Agreement or any other agreement or contract between the Parties to which the Escrow Bank is not a party have been complied with. Furthermore, the Escrow Bank is deemed not to have any knowledge or notice of any fact or circumstance not specifically set forth in this Escrow Agreement.
- 7.6** The Escrow Bank may, in good faith, accept and rely on any notice, instruction or other document received by it under this Escrow Agreement as conclusive evidence of the facts and of the validity of the instructions stated in it and as having been duly authorised, executed and delivered and need not make any further enquiry in relation to it. The Escrow Bank may act in conclusive reliance upon any instrument or signature believed by it, acting reasonably, to be genuine and may assume, acting reasonably, that any person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Escrow Agreement has been duly authorised to do so. The Escrow Bank shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document.
- 7.7** The Escrow Bank shall not be liable to any person for any losses arising out of or in connection with the performance or non-performance of its obligations under this Escrow Agreement, except to the extent directly resulting from the wilful default or gross negligence of the Escrow Bank.
- 7.8** The Escrow Bank may execute any of its powers and perform any of its duties under this Escrow Agreement directly or through appointed agents or attorneys.
- 7.9** ‘Force Majeure Event’ means any event (including but not limited to an act of God, fire, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party) which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.

The Escrow Bank shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation,

under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event.

- 7.10** The Escrow Bank may at its cost, consult with, and obtain advice from its lawyers or professional advisers over any question in relation to, and its duties under this Escrow Agreement. The Escrow Bank shall not incur any liability for taking any action or omitting any action in accordance with such advice.
- 7.11** The Escrow Bank does not have any proprietary or other interest in the Escrow Account, but is to serve as escrow holder only and having only possession thereof.
- 7.12** The Escrow Bank shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not be in any manner obliged to inquire or consider whether any regulatory or governmental approvals have been obtained.
- 7.13** The Escrow Bank shall not be obliged to supervise, control or perform any acts or responsibilities of the First Party or the Second Party or any other third party.
- 7.14** Any act to be done by the Escrow Bank shall be done only on a Business Day, during banking business hours, at _____, India and in the event that any day on which the Escrow Bank is required to do an act, under the terms of this Escrow Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Escrow Bank shall do those acts on the next succeeding Business Day.
- 7.15** The Escrow Bank is under no duty to ensure that funds withdrawn from the Escrow Account are actually applied for the purpose for which they were withdrawn; neither the Escrow Bank nor any of its officers, employees or agents shall be required to make any distribution to the extent that the Escrow Amount is insufficient and shall incur no liability whatsoever from any non-distribution in such circumstances.
- 7.16** The Parties agree that the Escrow Bank shall not be, in any way, responsible or liable to the other Parties or any third person whosoever, for deduction or withholding of any taxes in relation to the transaction for which the Escrow Account has been established pursuant hereto and the contractor acknowledge and confirm that they shall be solely and absolutely liable for any and all deductions or withholdings and payments of taxes, levies, cesses and all other statutory dues in relation thereto. The Contractors confirm that they shall be, jointly and severally, liable for payment of all stamp duties payable in relation to this Agreement as well as any other instruments executed pursuant hereto and the Escrow Bank shall not be responsible or liable for the same, under any circumstances.

7.17 The Parties agree that Escrow Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as an investment, legal or tax adviser to the Parties in the performance of its obligations under the Escrow Agreement.

7.18 Notwithstanding what is stated herein, in no event shall the Escrow Bank be liable for incidental, indirect, special, punitive or consequential damages caused to the Parties.

8. NOTICE OF BREACH

The Escrow Bank to the best of its knowledge undertakes to the Employer that it shall notify the Employer of any breach by the Contractor of any of the provisions of this Agreement.

9. INDEMNITY

The Contractor shall indemnify and keep indemnified the Parties for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Parties in any way in connection with or arising out of the negotiation, preservation or enforcement of any rights under, or in carrying out its duties under this Agreement, other than those arising as a result of the Escrow Bank's gross negligence or willful default.

The Contractor shall indemnify and keep indemnified the Escrow Bank for any and all liabilities, obligations, losses, damages,

(a) acting upon any request sent by facsimile, if such facsimile was found to be sent in an unauthorized manner; or

(b) not acting upon any request if such facsimile was sent but not received by the concerned person of the Account Bank.

The obligations of the Contractor under this Agreement to indemnify and keep indemnified the parties shall survive the satisfaction, discharge or other termination of this Agreement and the resignation or removal of the Escrow Bank under this Agreement.

10. CONFIDENTIALITY

No Party may except as permitted by this Escrow Agreement, make public or disclose to any person any information about this Escrow Agreement.

The Obligations under this clause shall survive the termination or expiry of this agreement.

11. ASSIGNMENT

Save as provided in Clause __ of the General Conditions of the Contract of the Employer, the Contractor shall not assign or transfer any part of their respective rights or obligations under this Agreement without the prior consent of the Employer, provided that this shall not prevent Employer from assigning or transferring its rights under this Agreement.

Nothing in this Agreement shall give to any other Person (other than the Parties hereto and their successors and permitted assigns) any benefit or any legal or equitable right or remedy under this Agreement.

This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and the respective successors and permitted assigns.

12. NOTICES

All notices or other communications to be given under this agreement shall be made in writing to:

For the Employer: As specified in SCC

NTPC Limited

Attention
Address
Fax No.
Tel No.

Head of Project

For the Contractor:

(Name of the Contractor) _____

Attention
Address

(Designation of Employee) _____

Fax No.
Tel No.

For the Escrow Bank:

(Name of the Escrow Bank) _____

Attention
Address

(Designation of Employee)_____

--.

Fax No.

Tel No.

Change of Address

Any Party may by notice change the addresses and / or addresses to which such notices and communications are to be delivered or mailed. Such change shall be effective when all the Parties have written notice of it.

14. WAIVER

No failure or delay on the part of the Employer in exercising any right, power or privilege hereunder or under Contract shall impair any such right, power or privilege or operate as a waiver the Employer would otherwise have. No notice to or demand on the Contractor in any case shall entitle the Contractor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Employer to any other or further action in any circumstances without notice or demand.

15. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal, the offending provision shall be severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

16. AMENDMENTS

No amendment to this Agreement shall be binding unless in writing and signed by the Parties.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Indian laws.

18. DISPUTE RESOLUTION

In the event of any difference or dispute arising out of the interpretation or application of the provisions of this Agreement, the Parties shall immediately consult each other

with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation. In case a dispute is not resolved amicably between the parties within a period of 30 days;

In case any of the party is not a Public Sector Enterprise or a Govt. Department:

The same shall be referred to arbitration of a Sole Arbitrator to be appointed by the Employer. The Arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 and any amendment thereto. The Courts at Delhi, to the exclusion of all other courts in India, shall have exclusive jurisdiction to try any matter arising out of or connected with the said arbitration proceedings. The arbitration shall be in English and the venue of the arbitration proceedings shall be at New Delhi. Arbitration may commence prior to or after completion of the Contract.

In case the Parties are Public Sector Enterprise or a Government Department:

In case the parties are a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprise to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively.

The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

19. JURISDICTION

The parties irrevocably submit to exclusive jurisdiction of the Courts of Delhi in all matters arising under this Agreement.

20. REGULATORY APPROVALS

The Contractor shall procure and shall thereafter maintain and comply with all regulatory approvals required for the establishment and operation of the Accounts

and the making of any deposits, transfers or withdrawals and for the performance of its obligations under this Agreement.

21. NOTIFICATION OF BALANCES

Within _____ days following the end of each calendar month, the Escrow Bank shall notify the Employer of the balance in the Account and furnish a statement of the deposits into and payment out of the Accounts at the close of business of such calendar month.

22. COUNTERPARTS, ANNEXURES, SCHEDULES

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. MISCELLENIOUS

The Escrow Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the Accounts.

The Escrow Bank shall not make any transfer or withdrawal from the Escrow Account except as provided for in this Agreement.

SCHEDULE – I

1. First Part Details:

2. Second Part Details;

3. Third Part Details;

SCHEDULE – II

DETAILS OF ESCROW ACCOUNT

Particulars and Address of the Branch Office of the Escrow Bank for the Escrow Account	
IFSC Code	
Account Name and Account Number of Escrow Account	

SCHEDULE – III

TERMS & CONDITIONS AND OPERATING PROCEDURES

Deposits into Escrow Account

- Additional advance Payments related to Ex-works/Installation Services (including Civil Works) under the Contract will be released by the Employer to the Contractor in this Escrow Account as per the provisions agreed in the Contract.

Release/ Withdrawal of Funds from the Escrow Account

- Based on the request from the Contractor, the Employer will approve the list of suppliers of goods and services, statutory authorities, establishment expenses etc. to whom payments could be made and the same shall be shared with the Escrow Bank from time to time for releasing the funds.

Note: Detailed Operating Procedure in this Schedule, shall be finalised between Employer, Contractor & Escrow Bank at the time of signing of this Agreement.

IN WITNESS WHEREOF the Contractor has caused its Common Seal to be affixed hereto on the date first above written, the Employer, and the Escrow Bank have caused the same and the said counterparts to be executed by the hand of an authorized official.

SIGNED AND DELIVERED BY

(Name of Employer), the within named
EMPLOYER, by the hand of
_____ authorized
representative of the Employer, who has been
authorized to execute this Agreement.

THE COMMON SEAL OF

M/s _____
_____ the within
named **CONTRACTOR**, has pursuant to the
Resolutions of its Board of Directors passed
in that behalf on _____

hereunto been affixed in the presence of MD
and Company Secretary who has signed these
presents in token thereof

SIGNED AND DELIVERED BY

_____, the
within named **ESCROW BANK**, by the hand
of

.....

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 & 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"> i) To upload invoices/ bills & 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 ii) To track status of payments for Bills submitted by You (both digital & physical mode submission)
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>(a) What is our password for NTPC Vendor Payment Portal?</p> <p>(b) How to change password?</p> <p>(c) How to Reset Password, if forget password?</p> <p>(d) How to 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 (alpha-numerical with at-least one special character) in length.</p> <p>(b) After login go to Option 'My Profile', you will find the change password option.</p> <p>(c) Forget 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>(d) If both 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 Registration/ ROC and NTPC Employee name, Employee Number, Designation, Project/Site/Office Location for reference purpose to ntpc_vpp@ntpc.co.in . 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 & 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 (alpha-numerical with at-least one special character) in length.</p>
	B. <u>DOCUMENT UPLOADING RELATED</u>

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 & 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>https://pradip.ntpc.co.in/VendorFinal/DSC_Help_23_04_2020.pdf</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 & size should be less than 700 kb</p>
Q 11	<p>Q- Can We combine all the invoice & 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</p>

	type of the document to be uploaded is not available, then You use “Any Other Documents” tab
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 to fetch data from web service. Please try after sometime or re-login again in the system.</p>
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 ‘, &, etc.</p> <p>Still, you are always getting same error ‘Failed to start process’, write email to ntpc_vpp@ntpc.co.in 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>https://pradip.ntpc.co.in/VendorFinal/How to Insert a Digital Signature PDF Document.pdf</p>
Q.16	<p>While submitting the Digital Invoice ‘Submit’ button is not working?</p> <p>Ans. Submit button gets disabled when there is validation error in the screen 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?</p> <p>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 & 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 & 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 & 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 & 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>
	c. INVOICE & PAYMENT TRACKING RELATED
Q.22	How to track the status of the Invoice?

	<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 : GREEN - Approved ORANGE - In Process RED Rejected</p> <ol style="list-style-type: none"> 1) Whether invoice accepted and moved can be track from clicking on invoice no under my job section. 2) Details of Invoice payment can be tracked from Payment against PO/UTR/Ref no (8xxxx xxxxx)
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>
	D. OTHERS
Q 25	<p>We are supplying against an old PO where it was mentioned to send invoice & other supporting documents in originals to the consignee Stores & copy to Purchase & 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	Q- Can Bank Guarantees be submitted in soft copy in NTPC Vendor

	<p>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 & 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&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</p>

	<p>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>

PRICE ADJUSTMENT – Not applicable

~~The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labor and material components etc. in accordance with the provisions described below.~~

~~The price adjustment provisions shall be applicable separately for price Components relating to Supply of Equipment including spare parts, Installation, Civil and Structural Works, as per price break-up furnished by the Contractor. **The Price Adjustment shall be without any Ceiling.**~~

~~Only following components of the Contract Price will be subject to Price adjustment:~~

- ~~(a) Ex-Works (India) Price of Plant and Equipment manufactured within the Employer's Country but excluding Type Tests Charges if any~~
- ~~(b) Installation Price Component of Contract Price~~

~~Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract.~~

~~The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be **well established and nationally recognised** in the country of manufacture. Preferably Government indices shall be used.~~

~~The price adjustment formula for the components of the Contract Price, as mentioned shall be as stipulated hereinafter.~~

~~**For BOQ item 30.10 to 30.240 :Ex-Works Price Component of Plant and Equipment's , but excluding Type Tests Charges if any:**~~

~~It is understood that the price component of the equipment for any shipment/despatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for~~

~~Various materials and labour (description and co-efficient as enumerated below).~~

~~The amount of price adjustment towards variable portion payable/recoverable on each shipment/despatch shall be computed as under:~~

$$\text{EC} = \text{EC}_1 - \text{EC}_0$$

~~EC₁ will be computed as follows~~

$$A_t \text{-----} B_t \text{-----} C_t$$

$$\text{EC}_1 = \text{EC}_0 \{ F + ax + bx + cx + \dots$$

$$A_0 \text{-----} B_0 \text{-----} C_0$$

$$\begin{aligned} &L_t \\ &\dots + L_b x \text{-----} \} \\ &L_0 \end{aligned}$$

~~Where~~

~~EC ----- = Adjustment to Ex-Works price component expressed in the currency of the Contract payable to the contractor for each shipment/despatch.~~

~~EC₁ ----- = Adjusted amount of Ex-works price component expressed in the currency of the Contract payable to the Contractor for each shipment/despatch.~~

~~EC₀ = Ex-works price for the plant and equipment in the currency of the Contract, shipment/despatch wise.~~

~~F shall be fixed portion of the Ex-works component of the Contract Price.~~

~~a, b, c etc. shall be co-efficients of major materials/items involved in the Ex-works component of the Contract Price.~~

~~A, B, C etc. shall be published price indices of corresponding major materials/items. Such indices shall necessarily be of the country of origin of goods.~~

~~'L_b' shall be co-efficient for labour component in the ex-works component of the Contract Price.~~

~~'L' shall be labour index.~~

~~For the indices, Subscript 'o' refers to indices as on 30 days prior to date set / for opening of Techno-commercial Bids.~~

~~----- Subscript '1' refers to indices/exchange rates as of~~

- (a) ~~three months (for labour indices) / ninety (90) days (for exchange rates) prior to the date of shipment/despatch and~~
- (b) ~~at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/despatch, for material.~~

~~For the purpose of this clause the date of shipment/despatch shall mean the Schedule date of shipment/despatch or actual date of shipment/despatch, whichever is earlier. The schedule date of shipment/despatch shall be as identified in line with provisions of Time Schedule to the Contract Agreement.~~

~~In case of shipments/despaches which are delayed beyond the schedule date of shipment/despatch for reasons attributable to the Contractor the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/despatch and the actual date of shipment/despatch. For this purpose, the schedule date of shipment/despatch shall be as given above.~~

~~For BOQ line items 40.10 to 40.240 :Installation Price Component of the Contract~~

~~It is understood that the price component for any erection work comprises a fixed portion and a variable portion linked with the index of labour (description and co-efficients as enumerated).~~

~~The monthly price adjustment amount for the installation component of the Contract Price will be computed as per the formula given below :-~~

~~Indian Rupee portion of the Installation Price:~~

$$\mathbf{ER = ER1 - ER_0}$$

~~ER1 will be computed as follows :-~~

$$\mathbf{ER1 = ER_0 (F + L_b \times L1 / L_0)}$$

~~ER = Adjustment to Installation Price component expressed in Indian Rupees payable to the contractor for each billing.~~

~~ER1 = Adjusted amount of Installation services component of Contract Price expressed in Indian Rupees payable to the Contractor.~~

$ERO = \text{Value of the Erection work done in the billing period}$

$F = \text{Fixed Price component} = 0.25.$

$Lb = \text{Coefficient of labour (for all categories) content in the Indian Rupee Portion of the Installation Services} = 0.75.$

One of the indices for Indian field labour index: All India Consumer Price Index for Industrial Workers (All India Monthly Average) as published by Labour Bureau., Simla, Government of India.

Other index for Indian field labour index: Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly-skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher.

Subscript 'o' refers to indices / minimum wages as on 30 days prior to deadline set for submission of the Techno-commercial bids.

Subscript '1' refers to the indices / minimum wages as applicable for the month of execution of the erection work.

A. Ex-Works Price Component of Plant and Equipment's

S.No.	Item	Value of Co-efficient	Name of Published index and its origin	Value of Indices as on 30 days prior to date set for opening of Techno-Commercial Bids
1	Fixed Portion	F=0.25		
2	Material			
	Iron & steel	a=0.17	IEEMA Cir No. IEEMA(PVC)swgr(R-1)/01/2020 S.No.4. states that Wholesale price index number for manufacture of basic metals (Base 2011-12=100)	
	Electrolytic copper	b=0.10	IEEMA Cir No. IEEMA(PVC)swgr(R-1)/11/2019 (revised) S.No.1.b. states that average LME settlement price of copper wire bars for the month of Nov-2019.	
	Busbar-grade Aluminium	c=0.18	IEEMA Cir No. IEEMA(PVC)swgr(R-1)/11/2019 (revised) S.No.2. states that Price of Aluminium bus bar-grade equivalent to IS:5082-1998	
	Phenolic modeling powder	d=0.13	IEEMA Cir No. IEEMA(PVC)swgr(R-1)/11/2019 (revised) S.No.3a. states that price of phenolic modeling powder.	
3	Labour			

	Co-efficient of labour	Lb=0.17	IEEMA Cir No. IEEMA(PVC)swgr(R-1)/02/2020 S.No.5.S.No. 5 states that Consumer price index:(w) All india average consumer price index number for industrial workers(Base:2001-2000) for the month i.e. Nov 2019	
--	------------------------	---------	--	--

B. Installation Price Component *

Sl. No.	Item	Value of Co-efficient	Name of Published Index and its origin	Value of Indices as on 30 days prior to date set for Opening of Techno-commercial Bid.
---------	------	-----------------------	--	--

Fixed Portion	F = 0.25	=====	=====
2. Indian Field Labour (F)	0.75	All India Consumer Price Index for Industrial workers (All Indian average) published by Labour Bureau, Shimla, Govt. of India.	-----

The above information shall be filled in at the time of Contract Agreement signing based on price adjustment data offered by the successful bidder in **Bid Form of Price Bid.**

INSURANCE REQUIREMENTS

(I) Insurance to be taken by the Contractor :

In accordance with the provisions of GCC Clause 34, the Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

Insurance	Amount insured	Deductible	Conditions
A. Marine Cargo	(i) 110% of Ex-works value in case of plant & equipment and Type Tests Charges including all spare parts manufactured within the Employer's Country. Not applicable		(i) Employer to be named as coinsured (ii) Open policy (iii) All risk institute cargo clause 'A' (iv) War, SRCC, terrorism. (v) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause
	(ii) Applicable taxes and duties		(vi) Insurers right of subrogation against all parties (excluding carrier) waived.
	(iii) Escalation 5% on (i) & (ii)		(vii) Warehouse to warehouse basis.
B. Installation all risk	(i) 110% of Ex-works value of plant & equipment including Type Test Charges	Minimum as per insurance policy	(i) Installation risk, RSMTD, including Earthquake cover (ii) Air freight cover. (iii) Extra charge cover. (iv) Maintenance cover (v) Contractor's plant & machinery - Rs. 100 lakhs.
	(ii) Applicable taxes and duties		(vi) Cross liability.
	(iii) Cost of indigenous procurement and free issue materials		(vii) Additional custom duty for imported machine (if any) for adequate value.
	(iv) 10% escalation on (i) (ii) & (iii)		(viii) Employer & Contractor's Sub-Contractor to be named as co-insured.
	(v) Cost of erection works		
C. Third Party liability (Extension of MCE/EAR Policy)	For any one occurrence Rs. 50.00 lakhs	Nil	(i) Contractors, sub-contractors to be named as co-insured.

Insurance	Amount insured	Deductible	Conditions
D. Automobile liability			
(i) M.V. policy for motor vehicles, private cars & commercial vehicles		-----	As per local M.V. Act.
(ii) CPM policy for heavy construction equipment	Anything above Rs.100 lakhs covered under erection all risk policy		
E. Workmen's Compensation	_____	As per statute _____	
F. Employer's liability	_____	As per statute _____	Cumulative to workmen's compensation to cover liability not covered thereby.
G. Group personal insurance, for contractor's & sub-contractor's employees			

Note :

- The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC 34.1 except for Third Party Liability, Workman's Compensation and Employer's Liability Insurances and the Contractor's Sub-Contractors shall be named as co-insured under all insurances policies taken out by the Contractor pursuant to GCC 34.1, except for the Cargo insurance during transport, Workman's Compensation and Employer's Liability Insurances. All insurers rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

2. Notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Employer. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the Contractor shall take fresh insurance policies meeting aforesaid requirements. The Employer reserves the right to make suitable recovery from the Contractor, if any.
3. Any loss or damage to the plant and equipment during handling, transportation, storage, installation, commissioning, and all activities to be performed till the "Completion of Facilities" shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of plant and equipment damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the contractor shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to the Employer.

The insurance should be in freely convertible currency and insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.

The Contractor shall follow local acts and laws as may be prevalent for insurance.

4. Upon grant of extension of time for completion by Employer, the Contractor shall promptly furnish documentary evidence to Project Manager towards extension of insurance policies for the period of time extension.

II) Insurances to be taken by the Employer.

The Employer shall take the insurance for its own employees, its stores and its machinery.

TIME SCHEDULE

- 1.0 It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Contractor. the program of furnishing, erecting, testing, commissioning and completion of facilities identifying the key phases in various areas of work like design, procurement, manufacture, field activities. In addition, key milestone dates (10-12 nos.) shall also be identified for the complete facilities under the subject package. The master network shall conform to the following schedule date of completion.

SHALL BE AS SPECIFIED IN TECHNICAL SPECIFICATION

Sl. No	Activity	Duration in Months from NOA	
		Start	Finish
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Note:

1. "Start" in each activity means next day after the lapse of duration given from NOA, however, in case of "Start=0" the start date will be the date of NOA.
 2. "Finish" means last day of completion of the period of particular activity.
 3. Mandatory spares will be supplied along with the main equipment.
- 2.0 This master network and the key milestone dates will be discussed and agreed before the execution of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.
- 3.0 After the Notification of Award, the contractor shall plan the sequence of work of manufacture and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/erection sequence.

- 4.0 Within one month of the Notification of Award, the Contractor shall submit to the Employer for his review and approval two copies (one reproducible and one print) of detailed PERT Network schedules with master network activities further exploded based on the Master Network mutually agreed by the employer and contractor, showing the logic and duration of the activities covered in both the First and Second Contracts in the following areas:
Engineering, procurement, manufacturing and supply, detailed engineering, procurement (including brought out items), manufacturing, dispatch, shipment, receipt at site and activities related to erection, commissioning and completion of facilities.

5.0 **Detailed Manufacturing Programme**

Detailed Manufacturing PERT Network for all the manufacturing activities and Contractor/sub-Contractors works shall also be furnished within 60 days of Notification of award. The manufacturing network shall be supported by detailed procurement programme for critical bought out item/raw materials.

6.0 **Pre-Erection Activity Programme**

The erection network will be supported by detailed Pre-erection activity programme covering the following:

- A) Manpower Deployment
- B) T&P Mobilization
- C) Detailed Site Mobilization Plant

- 6.1 The bidder shall furnish the list of T&P to be deployed by him in Attachment-11 along with the Methodology of Construction and Erection which shall be discussed and mutually agreed to before Notification of the Award along with the schedule of deployment of such T&P.

The finalised list of T&P alongwith the schedule of their deployment shall then be enclosed as Annexure-4B to Appendix-4 of the Contract Agreement.

Any additional T&P required for satisfactory execution of the Contract as per specified time schedule, shall be mobilised by the Contractor as per the directions of Project Manager without any extra cost to Employer.

- 7.0 Within one week of approval of the network schedule, the Contractor shall forward to the Project Manager, copies of the Computer Initial run-Data. The type of outputs and number of copies of each type to be supplied by the Contractor shall be determined by the Project Manager.
- 8.0 All the networks shall be updated every month or at a frequency mutually agreed upon. Within seven days following the Monthly Review, a progress meeting shall be held, whenever possible at the works, wherein the major items of the plant or equipment are being produced. The meeting will be attended by the Project Manager and responsible representative of Contractor that the Project Manager consider necessary for the meeting.
- 9.0 Access to the Contractor's and Sub-Contractor's work shall be granted to the Project Manager at all reasonable times for the purpose of ascertaining the progress.

APPENDIX - 4A TO APPENDIX - 4

MASTER NETWORK

[The Master Network as per para 1.0 of Appendix-4, as approved by EIC after placement of award shall be part of this agreement]

LIST OF SUB-CONTRACTORS

PART 1. **Nominated Sub-Contractors**

In the event that the employer wishes to nominate any particular Sub-Contractors for the undertaking of any part or parts of the Works, these shall be identified and named by the Employer in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Sub-Contractors to whom the part of the Works is to be sub-contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Sub-Contractors for that part.

Item of Work	Nominated Sub-Contractor
NIL	

PART 2 **Approved Sub-Contractors**

(Prior to award of Contract the following details shall be completed indicating those Sub-contractors proposed by the Bidder by Attachment to his Bid which are approved by the Employer for engagement by the Contractor during the performance of the Works).

The following Sub-Contractors are approved for carrying out the item of work indicated. Where more than one Sub-contractor is listed, the Contractor is free to choose between them but he must notify the Employer of his choice in good time prior to appointing any selected Sub-Contractor. In accordance with Clause GCC 19.1, the Contractor is free to submit proposals for additional Sub-Contractors from time to time. No Sub-Contracts shall be placed with any such additional Sub-Contractors until they have been approved in writing by the Employer and their names added to this list of Approved Sub-Contractors.

Sl. No.	Item of Work	Approved Sub-Contractors	Nationality
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SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following facilities, works, supplies and personnel will be provided/supplied by the Employer and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All facilities, works, supplies and personnel as described herein will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC Sub-Clause 18.2.

Unless otherwise indicated, all facilities, works, supplies and personnel will be provided free of charge to the Contractor for the purpose identified hereunder :-

Note: This Appendix shall be read in conjunction with Section VI.

S. No.	Facilities	Charges to Contractor
---------------	-------------------	------------------------------

SHALL BE AS SPECIFIED IN TECHNICAL SPECIFICATION

LIST OF DOCUMENTS FOR REVIEW AND APPROVAL

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Note : This list of documents required for approval/review by the Employer shall be as per Attachment 12 to Bid Form, Section VII of bidding document and as finalised during the Post Bid Discussion stage.

FUNCTIONAL GUARANTEES

(NOT APPLICABLE)

The Functional Guarantee shall be as per the Provisions of Technical Specifications.

6. PERFORMANCE SECURITY FORM

6. Performance Security Form

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name]..... with its Registered /Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (..... percent) of the said value of the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other

indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

WITNESS :

(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of

Attorney No.....

Date.....

Notes :1. (*) This sum shall be ten percent (10%) of the Contract Price or as specified in the SCC/GCC/Tech. Spec.

(@) This date will be ninety (90) days beyond the Defects liability period or as specified in the SCC/GCC/Tech. Spec.

2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.

3. The Bank Guarantee shall be issued on a Non-Judicial stamp paper / e- stamp paper of appropriate value as per applicable Stamp Act(s). The Stamp Paper / e-Stamp Paper shall be purchased in the name of the Bidder / Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).
6. BG against performance security will be mandatorily submitted in the form of e-BG and no physical BG will be accepted.

Form of Insurance Surety Bond towards Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the *[Employer's Name]* (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... *[Contractor's Name]* with its Registered /Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No.....dated....., valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) %(percent) of the said value of the Contract to the Employer.

We*[Name & Address of the Insurer]*.....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@)..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the

Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of
Attorney No.....

Date.....

Notes :

1. (*) This sum shall be ten percent (10%) of the Contract Price **or as specified in the SCC/GCC/Tech. Spec.**

(@) This date will be ninety (90) days beyond the Defects liability period **or as specified in the SCC/GCC/Tech. Spec..**
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

6a. Performance Security Form

(In case of Contract awarded to Joint Venture)

NOT APPLICABLE

**7. BANK GUARANTEE FORM FOR ADVANCE
PAYMENT (SUPPLY EX-WORKS)**

7(i). Bank Guarantee Form for Advance Payment (Supply Ex-Works)

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sir,

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

We.....[Name and address of the Bank]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of[advance amount]..... as aforesaid at any time upto(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

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

Dated this day of 20 at

(Signature)

(Name)

.....
(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of Attorney No.
.....

Date

- NOTE :
1. (@) This date shall be ninety (90) days beyond the date of Completion of the last Facilities covered under the package.
 2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as per applicable Stamp Act(s).
 3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification

Check List. Further, the Contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.

4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).
6. BG against performance security will be mandatorily submitted in the form of e-BG and no physical BG will be accepted.

7(ii). Bank Guarantee Form for Advance Payment
(Installation Service/Civil Works/ Structural Works portion in S+E/S+E+S package)

(To be stamped in accordance with Stamp Act
if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,
[Employer's Name & Address]

Dear Sir,

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

We.....[Name and address of the Bank]..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of [110% of advance amount]..... as aforesaid alongwith interest @(**)..... per annum on the advance amount released by the Employer calculated from the date of release of the said advance by the Employer to the Contractor, at any time upto(#)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting

this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[110% of advance amount].....alongwith interest therein as aforesaid and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....[Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 20 at

(Signature)

(Name)

.....

(Designation with Bank Stamp)

.....
(Official e-mail Id)

Authorised Vide Power of Attorney No.
.....

Date

Notes: 1. (#) This date shall be ninety (90) days beyond the date of Completion of the last Facilities covered under the package.

(**) The rate of interest shall be "SBI 1-year MCLR as on 01st April of applicable year in which such interest is accrued + 100 bps per annum".

The applicable rate (SBI year MCLR + 100 bps]) would be notified by Employer annually for each year.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as per applicable Stamp Act(s).
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form 16 and enclose the same with the Bank Guarantee.
4. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).
6. BG against performance security will be mandatorily submitted in the form of e-BG and no physical BG will be accepted.

7(iii). Bank Guarantee Form for Advance Payment

(In case of Contract awarded to Joint Venture)

NOT APPLICABLE

8. FORM OF COMPLETION CERTIFICATE

8. Form of Completion Certificate

Date : _____
Loan/Credit No :

IFB No :

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

**9. FORM OF OPERATIONAL ACCEPTANCE
CERTIFICATE**

9. Form of Operational Acceptance Certificate

Date:

Loan / Credit No :

IFB No:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the facilities]*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: *[description]*
2. Date of Operational Acceptance: *[date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

10. FORM OF TRUST RECEIPT

**10. FORM OF TRUST RECEIPT FOR PLANT,
EQUIPMENT AND MATERIALS RECEIVED**

We M/s *(Contractor's Name)*..... having
our Principal place of business athaving been awarded a Contract
No..... dated for *(Contract Name)*..... by
(Name of Employer)

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully
described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed
hereto, which shall form an integral part of this receipt as "Trustee" of *(Name
of Employer)*. The aforesaid materials etc. so received by us shall be exclusively used in the
successful performance of the aforesaid Contract and for no other purpose whatsoever. We
undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in
favour of any other person/institution(s)/Banks.

For M/s
(Contractor's Name)

Dated :

(AUTHORISED SIGNATORY)

**11. FORM OF INDEMNITY-CUM-UNDERTAKING
AGREEMENT
(3 Nos.)**

**11a. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT
FOR THE EQUIPMENTS
HANDED OVER BY THE EMPLOYER
FOR PERFORMANCE OF CONTRACT
(Entire Equipment Consignment in one lot)**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made this day of 20 between(Contractor's Name) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and (Name of Employer), a Company incorporated under the Indian Companies Act having its Registered Office at and its project at (hereinafter called "....." / "Employer" which expression shall include its successors and assigns) :

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

And WHEREAS by virtue of Clause No..... of the said Contract, the 'Contractor' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@..... for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, a list where of is also annexed to this Indemnity-cum-Undertaking Agreement at Schedule-A, valued at (*Currency and amount in Figures*)..... (*Currency and amount in words*) handed over to the 'Contractor' for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the Equipments, etc. as per despatch title documents handed over to the 'Contractor' as detailed in the Schedule appended hereto. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer'

@ Fill in abbreviated name of Employer.

2. That the 'Contractor' is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipments at@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected

and commissioned in accordance with the terms of the Contract is taken over by the 'Employer' The 'Contractor' undertakes to keep the 'Employer' harmless against any loss or damage that may be caused to the Equipments.

3. The 'Contractor' undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilised for any other work or purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement by the 'Contractor' shall inter-alia constitute a criminal breach of trust on the part of the 'Contractor' for all intents and purpose including legal/penal consequences.
4. That the 'Employer' is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by the 'Employer' in this regard. Further the 'Employer' shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the 'Contractor' or any other person or on account of any reason whatsoever and the 'Contractor' binds himself and undertakes to comply with the directions of demand of the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the 'Contractor' hereby agrees that the decision of the Project Manager of the 'Employer' as to assessment of loss or damage to the Equipments shall be final and binding on the 'Contractor'. The 'Contractor' binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement .
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of

.....
(Contractor's Name)

Signature

.....

Name

Designation of

Authorised representative *

WITNESS :

1. Signature

2. Name

.....

3. Address

.....

For and on behalf of

.....
(Employer's name)

Signature

Name

Designation of

Authorised representative *

WITNESS :

1. Signature

2. Name

3. Address

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

SCHEDULE - A

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents	Value of the Equip- ments	Signature of Attorney in token of receipt
		RR/GR/Bill of Lading No & Date		
		Carrier		

**11b. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT FOR THE EQUIPMENTS
HANDED OVER IN INSTALMENTS BY THE
EMPLOYER FOR PERFORMANCE OF CONTRACT**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made thisday of..... 20 between(*Contractor's Name*) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and(*Name of Employer*), a Company incorporated under the Indian Companies Act having its Registered Office at and its project at (hereinafter called "....." / '*Employer*' which expression shall include its successors and assigns):

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

And WHEREAS by virtue of Clause No..... of the said Contract, the 'Contractor' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@..... for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

NOW THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (*Currency and amount in figures*)..... (*Currency and amount in words*) to be handed over to the 'Contractor' in instalments from time to time for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial instalment of the Equipments, etc. as per details in the Schedule appended hereto. Further, the 'Contractor' agrees to acknowledge actual receipt of the subsequent instalments of the Equipments, etc. as required by@..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity-cum-Undertaking Agreement so as to form integral parts of this Indemnity-cum-Undertaking Agreement. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer'.

@ Fill in abbreviated name of Employer.

2. That the 'Contractor' is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipments at@..... project

site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the 'Employer'. The 'Contractor' undertakes to keep the 'Employer' harmless against any loss or damage that may be caused to the Equipments.

3. The 'Contractor' undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilised for any other work or purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement by the 'Contractor' shall inter-alia constitute a criminal breach of trust on the part of the 'Contractor' for all intents and purpose including legal/penal consequences.
4. That the 'Employer' is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by the 'Employer' in this regard. Further, the 'Employer' shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the 'Contractor' or any other person or on account of any reason whatsoever and the 'Contractor' binds himself and undertakes to comply with the directions of demand of the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the 'Contractor' hereby agrees that the decision of the Project Manager of the 'Employer' as to assessment of loss or damage to the Equipments shall be final and binding on the 'Contractor'. The 'Contractor' binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement.
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of

.....
(Contractor's Name)

Signature

.....
Name

.....
Designation of

.....
Authorised representative *

*

For and on behalf of

.....
(Employer's name)

Signature

Name

Designation of

Authorised representative

WITNESS :

1. Signature

2. Name

.....

3. Address

.....

WITNESS :

1. Signature

2. Name

3. Address

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

SCHEDULE No.1

Particulars of the Equipments handed over	Quantity	Particulars of Despatch Title Documents	Value of the Equip- ments	Signature of Attorney in token of receipt
		RR/GR/Bill Carrier of Lading No & Date		

(Please number subsequent schedules)

**11.c FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT TO BE EXECUTED
BY THE CONTRACTOR FOR THE PLANT HANDED
OVER BY NTPC FOR PERFORMANCE OF ITS O&M CONTRACT**

(On non-judicial stamp paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS **INDEMNITY-CUM-UNDERTAKING AGREEMENT** IS made this..... day of 20..... by a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at (hereinafter called as "Contractor" or "Obligor" which expression shall include its successors and permitted assigns) in favor of NTPC Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at NTPC Bhawan, Scope Complex, Core-7, Lodi Road, New Delhi-110 003 and its Project at(hereinafter called "NTPC" which expression shall include its successors and assigns) :

WHEREAS NTPC has awarded to the Contractor a Contract for vide its Letter of Intent/Award Letter/Contract No..... dated and its Amendment No..... and Amendment No..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which NTPC is required to hand over various Equipments & Mandatory Spares and facilities provided under Supply Contract, Erection Contract, hereinafter called "Solar Photo Voltaic Plant" to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an **INDEMNITY-CUM-UNDERTAKING AGREEMENT** in favour of NTPC for the Solar Photo Voltaic Plant & Mandatory Spares handed over to it by NTPC for the purpose of performance of the Contract/O&M portion of the Contract.

NOW, THEREFORE, this **INDEMNITY-CUM-UNDERTAKING AGREEMENT** witnesses as follows:

1. That in consideration of Solar Photo Voltaic Plant & Mandatory Spares as mentioned in the Contract, Valued at Rs.....#..... (Rupees.....) handed over to the Contractor for the purpose of performance of the Contract including O&M, the Contractor hereby undertakes to indemnify and shall keep NTPC indemnified, for the full value of the Solar Photo Voltaic Plant & Mandatory Spares. The Contractor hereby acknowledges actual receipt of the Solar Photo Voltaic Plant & Mandatory Spares as detailed in the Schedule appended hereto. The Contractor shall hold such Solar Photo Voltaic Plant & Mandatory Spares in trust as a "Trustee" for and on behalf of NTPC Ltd.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/protection and custody of the Solar Photo Voltaic Project & Mandatory Spares against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract and is taken over by NTPC. The Contractor undertakes to keep NTPC harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant & Mandatory Spares. Further, the Mandatory Spares shall be replenished by the Contractor as and when it is used and the Mandatory Spares in

total quantity shall be returned to the Employer in working condition at the end of the O&M Period.

3. The Contractor undertakes that the Solar Photo Voltaic Plant & Mandatory Spares shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Solar Photo Voltaic Plant & Mandatory Spares shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that no-observance of the obligations under this Indemnify Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
4. That NTPC is and shall remain the exclusive owner of the Solar Photo Voltaic Plant & Mandatory Spares free from all encumbrances, charges or liens of any kind, whatsoever. The Solar Photo Voltaic Plant & Mandatory Spares shall at all times be open to inspection and checking by Engineer-in-Charge/ Employer/agents authorized by him in this regard. Further, NTPC shall always be free at all times to take possession of the Solar Photo Voltaic Plant & Mandatory Spares in whatever form the Solar Photo Voltaic Plant & Mandatory Spares may be, if in its opinion, the Solar Photo Voltaic Plant & Mandatory Spares are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission of commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of demand of NTPC to return the Solar Photo Voltaic Plant & Mandatory Spares without any demur or reservation.
5. That this Indemnify Bond is irrevocable. If at any time any loss or damage occurs to the Solar Photo Voltaic Plant & Mandatory Spares or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of NTPC as to assessment of loss or damage to the Solar Photo Voltaic Plant & Mandatory Spares shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Solar Photo Voltaic Plant & Mandatory Spares at its own cost and / or shall pay the amount of loss to NTPC without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to NTPC against the Contractor under the Contract and under this Indemnify Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms of and conditions of this Bond to the satisfaction of NTPC, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

Particularsof the Equipments / Facilities & Mandatory Spares handed-over	Quantity	Value	Other details, (if any)	Signature of Attorney in token of receipt

12. FORM OF AUTHORISATION LETTER

12. FORM OF AUTHORISATION LETTER

(NAME OF EMPLOYER)

(PROJECT)

REF. NO. :

DATE :

To,

M/s (*Contractor's Name*).....

Ref : Contract No..... Dated

forawarded by (*Name of Employer*)

Dear Sirs,

Kindly refer to Contract No..... Dated for(*Contract Name*)
You are hereby authorised on behalf of(*Name of Employer*) having its registered
office atand its Project at to take
physical delivery of materials/equipments covered under despatch Document/ Consignment
Note no..... *dated and as detailed in the
enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and
for no other purposes, whatsoever.

(Signature of Project Authority)

(Designation :

Date

ENCL : as above

* Mention LR/RR No.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER
DESPATCH TITLE DOCUMENT (RR NO./ LR NO.)**

Sl. No.	Contract Name	NOA No./ Contract Agreement No.	Description of Materials/ Equipments	Spec. No.	Qty.	Value	Remarks
------------	------------------	--	--	--------------	------	-------	---------

(SIGNATURE OF THE PROJECT AUTHORITY)

(Designation).....

(Date).....

~~13. DEED OF JOINT UNDERTAKING~~

NOT APPLICABLE

FORM OF DEED OF JOINT UNDERTAKING

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

~~DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER MEETING THE REQUIREMENT AT CLAUSE 7.1.3.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT AND THE COLLABORATOR / ASSOCIATE MEETING THE REQUIREMENT OF CLAUSE 7.1.1.1 & 7.1.2.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT FOR SUCCESSFUL PERFORMANCE OF CONTRACT FOR _____NAME OF THE WORK_____.~~

This DEED of UNDERTAKING executed this _____ day of _____ Two thousand _____ by M/s _____ a Company incorporated under _____ having its Registered Office at _____

~~(hereinafter called the "Manufacturer", which expression shall include its successors, administrators, executors and permitted assigns) and M/s _____ a company registered under the _____~~

having its registered office at _____ (hereinafter called the Bidder/ Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of NTPC Limited, a Govt. of India Enterprise incorporated under the Companies Act 1956, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, INDIA (hereinafter called "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for _____ (NAME OF THE WORK) (hereinafter referred to as "Plant") vide its Bidding Document No. _____

AND whereas ~~CLAUSE 7.1.3.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT~~ of bidding documents stipulates that bidding is open to a bidder (who meets the requirement of clause no. ~~CLAUSE 7.1.3.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT~~) who associates / collaborates with a Party who in turn meets the stipulated requirements as per ~~CLAUSE 7.1.1.1 & 7.1.2.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT~~ of Bidding Documents.

AND WHEREAS M/s _____ (Bidder) is entitled to bid under item ~~CLAUSE 7.1.3.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT~~, provided the Bidder and its Collaborator/Associate give an undertaking that they shall be jointly and severally responsible and bound unto the Employer for successful performance of _____ (NAME OF THE WORK).

WHEREAS M/s (Bidder) is submitting its proposal bearing ref.no..... dated in response to the aforesaid Invitation for Bid (IFB) by the Employer for(NAME OF THE WORK) against the Employer's Bidding Documents.

AND WHEREAS M/s (Bidder) itself does not meet the requirement of **CLAUSE 7.1.1.1 & 7.1.2.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT** but meets the requirement of **CLAUSE 7.1.3.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT**. Based on the support of Collaborator/Associate M/s (hereinafter referred to as Associate) who satisfies the qualification requirements as specified in **CLAUSE 7.1.1.1 & 7.1.2.1 OF QUALIFYING REQUIREMENTS IN SECTION-I OF NIT** and where as a pre-condition for submitting the Techno-Commercial bid, the Bidder and the Associate are required to jointly execute and furnish along with the Techno-Commercial bid an irrevocable Deed of Joint Undertaking and be jointly and severally responsible and bound unto the Employer for satisfactory performance of(NAME OF THE WORK), and fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per bidding documents, in the event the Bid is accepted by the Employer resulting into a Contract.

~~NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :~~

1. ~~That in consideration of the Award of the Contract by the Employer to the Contractor, we the Collaborator/Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the execution and satisfactory performance of.....(NAME OF THE WORK) of the contract including the guaranteed parameters, as specified under the said contract.~~
2. ~~In case of any breach of the Contract committed by the Contractor, we the Collaborator/Associate do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the.....(NAME OF THE WORK) and undertake to carry out all the obligations and responsibilities under this Deed of Undertaking. Further, if the Employer sustains any loss or damage on account of any breach of the Contract on account.....(NAME OF THE WORK), we the Collaborator/Associate and Contractor jointly and severally undertake to promptly indemnify and pay such loss/damages caused to the Employer on its written demand without any demur, reservation, Contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Collaborator/Associate (with respect to obligations and responsibilities of the Collaborator/Associate covered under this Deed of Joint Undertaking), nor any extension of time or any relaxation given by the Employer to the Contractor shall prejudice any rights of the Employer under this Deed of Joint Undertaking to proceed against the Collaborator/Associate.~~

3. ~~Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:~~
- (a) ~~We, the Collaborator/Associate, shall be fully responsible for design, engineering & manufacture of.....(NAME OF THE WORK) to the satisfaction of the Employer~~
- ~~Further, the Collaborator/Associate, shall depute their technical experts from time to time to the Contractor's works / Employer's project site as required by the Employer and agreed to by Contractor / Associate to facilitate the successful performance of the.....(NAME OF THE WORK) stipulated in the aforesaid Contract.~~
- ~~Further, the Collaborator/Associate shall ensure proper design and manufacture, and successful performance of the.....(NAME OF THE WORK) the said contract in accordance with stipulations of Bidding Documents and, if necessary, the Collaborator/Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.~~
- (b) ~~In the event the Collaborator/Associate and the Contractor fail to demonstrate successful performance of the.....(NAME OF THE WORK), as set forth in paragraph 1 above, the Collaborator/ Associate and the Contractor shall promptly carry out all the corrective measures at their own expense and shall promptly provide corrected design to the Employer.~~
- (c) ~~Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the.....(NAME OF THE WORK) and payment of financial liabilities and penalties shall be the joint and several responsibility of the Contractor and the Collaborator/Associate.~~
4. ~~We, the Contractor and the Collaborator/Associate do hereby undertake and confirm that this Undertaking shall be irrevocable and shall not be revoked till ninety (90) days after the end of the defect liability period of the.....(NAME OF THE WORK) covered under the contract and further stipulate that the Undertaking herein contained shall terminate after ninety (90) days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this deed of joint undertaking shall be extended by such period of delay. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.~~
5. ~~The Contractor and Collaborator/Associate will be fully responsible for the quality of all the equipment/main assemblies/components manufactured at their works and/or at their Vendor's works and/or fabricated / constructed at site(s), and their repairs or replacement, if necessary, for incorporation in the.....(NAME OF THE WORK) and timely delivery thereof to meet the completion schedule under the Contract.~~

6. ~~In case of Award, in addition to the Contract Performance Securities furnished by the Contractor, the Collaborator/Associate shall furnish, as security, an on demand Performance Bank Guarantees in favour of the Employer, in a form acceptable to the Employer, as per provisions of the bidding documents. The value of such Bank Guarantee(s) shall be equal to **2% (two percent)** of the total Contract Price of.....(**NAME OF THE WORK**) as awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee(s) shall be unconditional, irrevocable and valid for entire period of the Contract i.e. till ninety (90) days beyond the end of defect liability period of(NAME OF THE WORK) covered under the contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by such period of delay. The guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.~~
7. ~~Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Documents. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.~~
8. ~~We, the Collaborator/Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of the Contract and till the Employer discharges it.~~
9. ~~That this Deed of Undertaking shall be operative from the date of issuance of Notification of Award/PO.~~

~~IN WITNESS WHEREOF, the Associate and the Contractor through their authorised representatives, have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.~~

For M/s

(Associate/Collaborator)

Witness :

..... Signature

1.
(Name in Block Letters) (Signature of the authorized representative)

..... Name:.....

(Official Address)

Designation :

Common Seal of the Company

For M/s.....

(Bidder/ Contractor)

Signature

2.

(Name in Block Letters) _____ (Signature of the authorized representative)

Name :

(Official Address)

Designation :

Common Seal of the Company

Note: 1. _____ Power of Attorney of the persons (duly notarized by a Notary Public) signing on behalf of Collaborator/Associate and Bidder/Contractor shall necessarily be furnished by the Bidder and to be attached with the signed Deed of Joint Undertaking (DJU). The authority of the Person issuing the Power of Attorney/Board resolution shall also be submitted.

_____ 2. _____ The date of purchase of stamp paper should be not later than the date of execution of Deed of Joint Undertaking and the stamp paper should be purchased either in the name of the Bidder/Collaborator. Bidders are to ensure compliance with the same while furnishing the DJU along with Techno Commercial bid, failing which bid shall be liable for rejection.

**14. FORM OF BANK GUARANTEE BY
ASSOCIATE / COLLABORATOR**

**PROFORMA FOR BANK GUARANTEE TO BE
FURNISHED BY THE ASSOCIATE / COLLABORATOR/SUBSIDIARY/HOLDING
COMPANY**

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank) :

Bank Guarantee No.....

Date

In consideration of[*Employer's Name*]..... (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered Head Office at (herein-after referred to as or "Contractor") a Contract for(Package Name)..... for its(Project Name)..... vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking(s) dated (hereinafter referred to as "Undertaking(s)") given by

** M/s..... * (Contractor) and** by M/s (Associate/Collaborator) having its registered office at (hereinafter called..... or Associate/Collaborator/Holding Company of Contractor)

**and,

M/s(Subsidiary(ies))***..... having its registered office at***.....
(hereinafter called.....or the Subsidiaries of the
Contractor/Associate/Collaborator/Holding Company)

having agreed to provide a Performance Guarantee amounting
to.....to the Employer on the terms and conditions specified
in the "Undertaking".

We..... Bank, having its Head Office at..... (hereinafter
referred to as the "Bank", which expression shall, unless repugnant to the context or
meaning thereof, include its successors, administrators, executors and assigns) do hereby
guarantee and undertake to pay to the Employer on demand any and all monies to the
extent of(Specify currency and amount in words and figures) only as
aforesaid at any time upto@..... without any demur,
reservation, context, recourse or protest and/or without any references to
"Associate/Collaborator/ Subsidiaries/ Holding Company " or "Contractor". Any such
demand made by the Employer on the Bank shall be conclusive and binding, not
withstanding any difference between the Employer and Contractor and/or between the
Employer and Associate/Collaborator/ Subsidiaries/ Holding Company or any dispute
pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes
not to revoke this guarantee during its currency without previous consent of the Employer
and further agrees that the guarantee herein contained shall be enforceable till ninety (90)
days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the
Bank under this guarantee, from time to time to extend the time for performance of the
Contract. The Employer shall have the fullest liberty, without affecting this guarantee, to
postpone from time to time the exercise of any powers vested in them or of any right which
they might have against the Associate/Collaborator/ Subsidiaries/ Holding Company and
to exercise the same at any time, in any manner, and either to enforce or to forbear to
enforce any covenants, contained or implied, in the Contract or Undertaking or any other
course or remedy or security available to the Employer. The Bank shall not be released
of its obligations under these presents by any exercise of its liberty with reference to the
matters aforesaid or any of them or by reason of any other act or forbearance or other
acts of omission or commission on the part of the Employer or any other indulgence shown
by the Employer or by any other matter or thing whatsoever which under law would, but
for this provision have the effect of relieving the Bank from its obligations.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (Associate/Collaborator/ Subsidiaries/ Holding Company) on whose behalf this guarantee has been given.

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

WITNESS 1: (Signature)..... (Name) (Official Address)	(Signature)..... (Name & Designation) (Bank Seal)
WITNESS 2: (Signature)..... (Name) (Official Address)	Authorised vide Power Of Attorney Date:.....

* Brief Name of the Contractor

** delete if not applicable as per requirement of Deed of Joint Undertaking

*** Details of all the subsidiaries are to be filled.

Notes :

1. @The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.

2. The Bank Guarantee shall be from a Bank as per Annexure-I to Section-V (SCC) of the bidding documents.

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

The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of UP in India or the State of India from where the BG shall be operated, whichever is higher.

4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form and enclose the same with the Bank Guarantee.

15. FORM OF JOINT VENTURE AGREEMENT

NOT APPLICABLE

**16. FORM OF BANK GUARANTEE / INSURANCE
SURETY BOND VERIFICATION CHECK LIST**

BANK GUARANTEE / INSURANCE SURETY BOND VERIFICATION CHECKLIST

1. Bank Guarantee / Insurance Surety Bond No.
2. Issuing Bank / Insurer
3. Amount of BG / Insurance Surety Bond
4. Nature of BG / Insurance Surety Bond & No. of Pages
5. Validity of BG // Insurance Surety Bond
6. Package Description
7. Party & Contracts Ref.
8. Bank Reference

Sl. No.	Details of Checks	Yes/ No
1	Is the BG/Insurance Bond on Non-judicial stamp paper/ e-stamp paper of appropriate value, as per Stamp Act ?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank/Insurance Company or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
4	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
5	Is each page of BG/INSURANCE SURETY BOND duly signed/initialed by executant and whether stamp of Bank/Insurance Company is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurance Company as required in the prescribed proforma?	
6	Does the Bank Guarantee/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document No./Specification No., Amount of BG/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the BG/INSURANCE SURETY BOND?	

8	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
9	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?	
10	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?	
11	In case of BG/INSURANCE SURETY BOND other than that for bid security, is the BG/INSURANCE SURETY BOND enforceable till minimum ninety (90) days of claim period after expiry of its validity?	

Date : Signature

Place : Printed Name

(Designation)

(Common Seal)

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee.

**17. FORM OF VALIDITY EXTENSION OF BANK
GUARANTEE / INSURANCE SURETY BOND**

FORM OF VALIDITY EXTENSION OF BANK GUARANTEE / INSURANCE SURETY BOND

(To be stamped in accordance with the Stamp Act,
if any, of the Country of the issuing Bank) :

Ref. No.....

Dated:

To :

@ *[Employer's Name and Address]*

Dear Sirs,

Sub : Extension of Bank Guarantee / Insurance Surety Bond No. dated
..... for[indicate value of Bank Guarantee /
Insurance] favouring yourselves, expiring on..... on account of
M/s*..... in respect of Contract/Bid document for
(Insert package name)..... for (Insert Project name)
..... project, Contract No./Bid Document No.
..... dated..... (hereinafter called original Bank Guarantee /
Insurance Surety Bond).

At the request of M/s*..... we Bank /
Insurer having branch office at and having Head Office at
..... do hereby extend our liability under the above
mentioned Bank Guarantee / Insurance Surety Bond No..... dated for a
further period of.....Years/Months from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee /
Insurance Surety Bond No..... dated shall remain unaltered and
binding on us.

Please treat this as an integral part of the original guarantee to which it would be deemed to
have been attached.

.....
(Signature).....
(Name).....
(Designation with Bank / Insurer Stamp).....
(Official e-mail ID)

Authorised vide Power of Attorney No.
Dated.....

Dated
Seal of Bank / Insurance Company

Note:

1. The extension of the Bank Guarantee / Insurance Surety Bond should be forwarded to the Unit/Project/Corporate Centre, from where the extension has been sought.
2. *In case of Joint Ventures, name of all partners of the Joint Venture shall be mentioned.
3. Minimum extension of any Bank Guarantee / Insurance Surety Bond (other than that for Bid Security) should be three months along with 90 days of claim period from the revised date of expiry.
4. The extension of BG / Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act(s). The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank/Insurer issuing the guarantee.
5. For POI/LOU, the words "Bank Guarantee / Insurance Surety Bond" and Bank / Insurance company" shall be replaced by "POI/LOU" and "IREDA/PFC/REC" respectively. Further, Power of attorney / Signing Power No. is not applicable for POI/LOU.

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT [FOR
REMOVAL / DISPOSAL OF SCRAP / SURPLUS MATERIAL]**

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO
REMOVAL/DISPOSAL OF SCRAP/SURPLUS MATERIAL**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT executed thisday of..... 20 between(Name of Company) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office(s) at (Office Address) hereinafter called the 'Contractor' (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assigns)

AND

M/s. having its registered office at (hereinafter referred to as 'Employer').

1. 'Employer' has awarded the 'Contractor', contract for execution of work ("Scope of Work") as mentioned in the contract agreement no. dated, entered into between 'Employer' and 'Contractor', relating to (Name & Address of Project/Station) (hereinafter called 'the Project').
2. The 'Contractor' for the purpose of execution of its Scope of Work had from time to time procured and stored (Details of Material) at the Project Site.
3. After completion of the Scope of Work by 'Contractor', it has been identified that scrap (Details of Scrap Material & its quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor' is lying at the said Project Site.
4. Now, the scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to the 'Contractor', requires to be removed by 'Contractor' from the Project Site.

**NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH
AS UNDER:**

1. That 'Contractor' by way of this Indemnity-cum-Undertaking Agreement requests 'Employer' to issue necessary exit gate pass(es) in favour of 'Contractor' for removal of scrap..... (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.

2. That as per Employer's procedure, 'Contractor' shall ensure loading of trucks for clearing of its scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) by itself, as aforesaid, under the supervision of CISF personnel.
3. That 'Contractor' in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify 'Employer' and keep 'Employer' indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by 'Employer' by reason of the issue of necessary gate pass(es) by 'Employer' and permitting 'Contractor' to remove scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.
4. That 'Contractor' undertakes to indemnify and keep 'Employer' harmless from any act of omission or negligence on the part of the 'Contractor' in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to 'Contractor', from the Project Site aforesaid, by the 'Contractor'. Further, in case the laws require 'Employer' to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the 'Contractor', the same shall be obtained by the 'Contractor' on behalf of 'Employer'.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at (Name of the Place)

For and on behalf of

.....
(Contractor's Name)

Signature

.....

Name

.....

Designation of

.....

Authorised representative *

*

For and on behalf of

.....
(Employer's name)

Signature

Name

Designation of

Authorised representative

WITNESS :

1. Signature

2. Name

.....

WITNESS :

1. Signature

2. Name

3. Address

3. Address

.....

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

19. Form of Contract Closing Certificates

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY C&M DEPARTMENT)

CERTIFICATE NO. CCP - 01**NAME OF PACKAGE:****LETTER OF AWARD/ NOA/
C O N T R A C T N O . :****NAME OF CONTRACTOR:****DATED:**

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No.----- dated is the last amendment issued.

Signature

Date
Place.....

Name... ..
Designation

PROFORMA FOR DRAWING RECEIPT CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO.CCP- 02

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:
Project:

DATED:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the reproducibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the abovementioned LOA/Contract.

Signature

Date
Place.....

Name... ..
Designation

PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE

(TO BE ISSUED BY FQA)

CERTIFICATE NO. CCP-03

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
Project:**

DATED:

This is to certify that the QA documents as per the list enclosed, in respect of the above mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Signature

Date
Place.....

Name.....
Designation

PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE

(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP - 04

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project :

This is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Date.....

Place.....

Name... ..

.....
Designation.....

.....

PROFORM FOR SCOPE COMPLETION CERTIFICATE**(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)**

NAME OF PACKAGE: **CERTIFICATE NO. CCP- 05**
**LETTER OF AWARD/
 NOA/CONTRACT
 NO.:**

NAME OF CONTRACTOR: **DATED:**
Project :

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:

1. Final Amendment No. (As per CCP -01)
2. Approved drawings including site run piping schemes, if any.
3. Approved Bill of Materials
4. Material Dispatch Clearance Certificate (s)
5. Measurement Book
6. As Built Drawings
7. Any other documents (specify)

It is further certified that the following have been supplied, as per the details Given in the Contract Documents and the same have been taken over by NTPC.

1. Mandatory Spares
2. Recommended Spares
3. Special Tools & Tackles

Date Place... ..

Signature

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE**(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)****CERTIFICATE NO. CCP - 07****NAME OF PACKAGE:****LETTER OF AWARD/ NOA/
CONTRACT NO.:****NAME OF CONTRACTOR:
PROJECT:****DATED:**

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.No	Guaranteed Parameter	Guaranteed value	Assessed Value	Shortfall, if any.	liquidated damages Annual
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above Items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Signature

Date

Place.....

Name... ..

Designation

To be counter signed by Site Accounts.

Signature

PROFORMA OF "MATERIAL RECONCILIATION" CERTIFICATE

**(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC AND SITE
MATERIALS MANAGEMENT)**

CERTIFICATE NO. CCP- 08**NAME OF PACKAGE:****LETTER OF AWARD/ NOA/
CONTRACT NO.:****NAME OF CONTRACTOR:
PROJECT:****DATED:**

This is to certify that the materials issued to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.

Date

Place.....

Date

Place.....

Signature

Name... ..

Designation

To be counter signed by materials management

Name... ..

.....

Designation... ..

.....

Signature

PROFORMA OF "PAYMENT RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY SITE FINANCE)

CERTIFICATE NO. CCP – 09

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR::
PROJECT:**

DATED:

This is to certify that all the payments released to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the provisions of the contract documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

Signature

Date.....
Place.....

Name.....
Designation.....

Enclosure to CCP-09

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No.CCP.05 for contract closing(Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.

Recoveries on account of settlement of insurance claims

Recoveries on account of reconciliation of materials issued to the Contractor.

10. All recoveries on account of demurrage, transportation ,insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipment.
13. All recoveries/claims(if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claim against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE FOR PAYMENTS BY SITE

(TO BE ISSUED BY SITE ACCOUNTS/REGIONAL OFFICE ACCOUNTS IN CASE OF
FOREIGN CONTRACTORS)

CERTIFICATE CCP- 09A

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT /REGIONAL OFFICE:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature

Date

Place.....

Name... ..

Designation

Enclosure to CCP- 09A

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever including the following:

1. All the claims against the Contractor regarding clearance of material from site and vacation of premises allotted for site office, stores.
2. All claims in respect of Training/ Transportation/ Accommodation/ Services provided by Site in respect of the above mentioned LOA/ Contract.
3. Recoveries on account of settlement of insurance claims.
4. Recoveries on account of reconciliation of materials issued to the Contractor.
5. All recoveries on account of wastage and scrap.
6. All recoveries/ claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
7. All recoveries / Claims (if any) on account of hiring out of NTPC's plant and equipment.
8. All recoveries / claims (if any) on account of water and electricity charges (if applicable)
9. Any other recoveries/claims against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE FOR
PAYMENTS BY CORPORATE FINANCE

[TO BE ISSUED BY CORPORATE FINANCE (I.F.DEPTT.) FOR LOA/CONTRACT ON
FOREIGN CONTRACTOR]

CERTIFICATE CCP- 09B

NAME OF PACKAGE:

**LETTER OF AWARD/ NON
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract released to the Contractor from Corporate Finance (I.F. Deptt.) have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by Site Erection Department as listed overleaf.

Signature

Date

Name... ..

Place.....

Designation

Enclosure to CCP- 09B

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in performance as observed during shop-testing (by Inspection Deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries/claims on account of variation / deviations to scope of contract permitted or otherwise taken place during execution of the Contract as listed in certificate No. CCP-05 for contract closing (certificate by Site Erection for Contract Closing)
5. Recoveries on account of reconciliation of payments made under the contract.
6. Reconciliation on account of settlement of insurance claims.
7. All recoveries / claims (if any) on account of price variation.
8. Royalty charges
9. Any other recoveries/ claims against specific instructions.

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE
[TO BE ISSUED BY ACCOUNTS DEPTT. OF T&CC OFFICE FOR LOA/CONTRACT
ON FOREIGN CONTRACTOR]

CERTIFICATE NO-CCP09C

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT/ REGION:**

DATED:

This is to certify that:

- 1) All the payments released by this**..... T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details (***) enclosed for reconciliation/ settlement/ recovery by them.-
- 2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

- 3) All documents required from the Contractor for reconciliation of the Customs Duty Payment with the Customs Authorities have since been received and those are in order. No recoveries are pending from the Contractor under any of the items noticed.

(This is applicable where the clearance is done by NTPC)

Signature

Date

Name... ..

Place.....

Designation

**

Name of T&CC Office from where payments have been released

The details will include amount, date when paid, reasons for payment and when debit was given to the concerned Project/Region together with reference thereof, if any.

Note : Strike out whichever is not applicable and initial.

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP - 10

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO. :**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all Statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Date
Place.....

Signature
Name... ..
Designation

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR
(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP-11

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from NTPC Ltd. in respect of our aforesaid LOA/Contract No..... dated..... including amendments, if any, issued by NTPC Ltd., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with NTPC Ltd. under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NTPC Ltd. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Date Place.....

Signature

Name... ..

Designation

(Company Common Seal)

(This certificate shall be accompanied by the Power of attorney of the signatory)

PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY PERIOD
(TO BE ISSUED BY EXECUTING DEPARTMENT/EIC)

CERTIFICATE NO. CCP-12

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

Date Place.....

Signature

Name... ..

Designation

PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS ETC."

(TO BE ISSUED BY SITE FINANCE)

CERTIFICATE NO. CCP-13

NAME OF PACKAGE:

**LETTER OF AWARD/NOA/
CONTRACT NO.:**

**NAME OF CONTRACTOR:
PROJECT:**

DATED:

This is to certify that all the *Bank Guarantee/ Indemnity bonds/ Insurance policies/ Collaborator's or Associate's Guarantee received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature

Date

Place.....

Name... ..

Designation

****Delete whichever is not applicable.***

20. Certificate from Bank regarding BG charges

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have issued / extended / amended Bank Guarantee (BG) Number..... amounting to (in number and words in Contract Currency) in favour of NTPC Limited on behalf of M/S (Contractor name) vide their request reference..... dated..... (DD/MM/YYYY) for the period (from)..... (to).....

We confirm that the bank commission (excluding Stamp paper, Out of Pocket Expenses (OPE) and GST on OPE) amounting to (amount and currency) for issuance/ extension/ amendment of the aforesaid BG have been recovered from M/s (Contractor name).

We further confirm that the commission charged on issuance/ extension/ amendment of the aforesaid BG is as per the prescribed rates of the Bank. Further the commission charged by the Bank as per card rates / sanctioned rates is customer/ borrower specific and is uniform for all BGs issued at the request of said customer/ borrower irrespective of beneficiary.

Chief Manager/Branch Manager

SS No: -

..... Bank Ltd

New Delhi.

(With Seal of Bank Official)

21. FORMAT OF TRIPARTITE INTEGRITY PACT

Tripartite Integrity Pact

(To be executed amongst Employer, Contractor and Sub-contractor)

..... PACKAGE FOR

LOA NO.

Amongst

1. NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "The Employer")
2. (hereinafter referred to as "Contractor")
..... (hereinafter referred to as "JV Partner(s)/ Consortium Member(s)")
(if applicable)
- and
3. (hereinafter referred to as "Sub-contractor")

The Employer, Contractor, JV Partners/Consortium Members and Sub-contractor are collectively referred to herein as 'Parties'

Preamble

The Employer awarded the Contract for.....to the Contractor, as per organizational systems and procedures. The Contractor with the approval of Employer sub-contracted the work for----- to the Sub-contractor.

This Tripartite Integrity Pact ('Integrity Pact') is an agreement between the Employer, Contractor/JV Partners/Consortium members and Sub-contractor, committing the persons/officials of the Parties not to resort to any corrupt practices in any aspect/stage of contract.

The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Contractor(s) & Sub-contractor(s). In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the processes as stipulated in the SOP for implementation of Integrity Pact issued by CVC from time to time.

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Employer, either in person or through family members including relatives, will in connection with the execution of the Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees

which is a criminal offence under the Bharatiya Nyaya Sanhita (BNS) / The Prevention of Corruption Act (PC Act) or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer.

Section 2 Commitments and Undertakings by the Contractor/Sub-contractor

1. The Contractor/Sub-contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during the execution of the contract:
 - a) The Contractor/Sub-contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
 - b) The Contractor/Sub-contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
2. The Contractor/ Sub-contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Contractor(s), during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Contractor into question, the Employer shall be entitled to terminate the contract on that ground.
2. If the Contractor/ Sub-contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including debarring the Contractor/ Sub-contractor for any future tenders /contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Contractor/ Sub-contractor and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Contractor/Sub-contractor with its free consent and without any influence

agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Employer, the exclusion of Contractor/ Sub-contractor could be revoked by the Employer if the Contractor/ Sub-contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of / Security Deposit / Performance & Advance Bank Guarantees

1. If the Employer has terminated the contract pursuant to Section 3, the Employer shall forfeit/encash the Security Deposit/ Performance & Advance Bank Guarantees.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Contractor/ Sub-contractor swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years reckoned from the date of bid submission in any other Public/Government organization. The date of such transgression would be the date on which cognizance of the said transgression was taken by competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be considered to fall within last three years. In case of Sub-contractor, the date of transgression shall be last three years from the date of request to Employer for Sub-contractor approval.
2. If the Contractor makes an incorrect statement on previous transgression as mentioned above in para 1, the awarded contract , can be terminated on this ground. In case the Sub-contractor makes incorrect statement on previous transgression, notwithstanding anything to the contrary contained in the contract between the Contractor and the Sub-contractor, the contract placed on them shall be terminated by the Contractor by itself and/or at the instance of the Employer.

Section 6 Company Code of Conduct

Contractor/ Sub-contractor are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint a competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the Parties and perform his functions neutrally and independently. He shall report to CMD of the Employer, or a person authorized by him.
3. The roles & responsibilities of the IEM shall be as per the SOPs issued by CVC from time to time and available in its website <https://cvc.gov.in>.
4. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CMD of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Contractor/Sub-contractor to present its case before making its recommendations to the Employer.
5. The IEMs will submit a written report to CMD of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
6. The Contractor /Sub-contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
7. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the Parties. It shall expire for the Contractor 12 months after the final payment under the respective Contract. In the case of Sub-contractor, this pact shall expire 12 months after the final payment under the respective sub-contract.

Section 9 Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force

relating to any civil or criminal proceedings.

4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.
5. The bilateral Integrity Pact dtd signed between the Employer & the Contractor at the time of bidding shall also be binding on the Employer & Contractor.
6. The Parties hereby agree that in the event of an inconsistency between the terms of this Integrity Pact and the terms of the contract between the Contractor and the Sub-contractor, the terms of this Integrity Pact shall prevail.

The Parties hereby sign this Integrity Pact aton this day of.....20....

Employer	Contractor	Joint Venture Partner(s) /Consortium members(s) (as applicable)	Sub-contractor
Witness	Witness	Witness	Witness
1.	1.	1.	1.
2.	2.	2.	2.

22. Format for declaration of absence of conflict of interest with Independent Engineer

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH INDEPENDENT ENGINEER

To:

[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No. dated
- 2.0** As per the provisions of the contract, we hereby propose the following Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for appointment of one of them as 'Independent Engineer' for the Contract:
- 1.. .. .
2.
- 3..... .
- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last three years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the tenure of Independent Engineer, the same will be duly reported to you.
- 5.0** We understand that the mechanism of Resolution of Dispute through Independent Engineer may be put in abeyance, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date :

Signature

Place :

Printed Name

(Designation)

(Common Seal)

**23.0 Format for declaration of absence of conflict
of interest with Conciliation Committees of
Independent Experts (CCIE)**

**DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH CONCILIATION
COMMITTEES OF INDEPENDENT EXPERTS (CCIE)**

To:

[Employer's Name and Address]

Dear Sirs,

- 1.0** We, M/s (Name of the Contractor) have been awarded the contract for (Name of the package) vide Notification (s) of Award No..... dated....
- 2.0** As per the provisions of the contract, we hereby propose the following CCIEs, in priority order, as per the list enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power, for finalization of CCIE by CEA:
- 1.....
2.....
3.....
- 3.0** We confirm that we do not have any conflict of interest with the aforesaid experts and they have not been engaged for providing any services to us in the last five years.
- 4.0** We confirm that in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during the conciliation proceedings by CCIE, the same will be duly reported to you.
- 5.0** We understand that NTPC may withdraw from the conciliation proceedings, if any conflict of interest with us is found out which have been intentionally concealed, and the matter may be referred to Ministry of Power. Further, action may be taken against us in respect of Fraud Prevention Policy of NTPC.

Date :

Signature

Place :

Printed Name

(Designation)

(Common Seal)