

COMMON SECTIONS OF
BIDDING DOCUMENTS FOR
SUPPLY OF BIOMASS / AGRO-RESIDUE
TO NTPC STATIONS

<ul style="list-style-type: none"> • VOLUME I - INVITATION FOR BIDS (IFB) • VOLUME II - TECHNICAL SPECIFICATIONS (TS) • VOLUME III - SPECIAL CONDITIONS OF CONTRACT (SCC) • VOLUME IV - ATTACHMENTS AND FORMS & FORMATS 	AS PER GEM BID DOCUMENT PUBLISHED IN GEM PORTAL
<ul style="list-style-type: none"> • VOLUME V - INSTRUCTION TO BIDDERS (ITB) • VOLUME VI - GENERAL PURCHASE CONDITIONS (GPC) 	ENCLOSED HERewith

Instruction to Bidder (ITB) and General Purchase Conditions (GPC) shall form part of the contract.

Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information attached in the document. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

VOLUME V : INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

- 1.0 APCPL invites online bids on Single Stage Two Envelope bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible bidders for the Package, as per the Scope of Work mentioned hereinafter.

Bidding for the package “**Procurement of Biomass/Agro-Residue on FOR Power station basis for Indira Gandhi Super Thermal Power Project (IGSTPP), Jharli-Jhajjar**” is open to bidders from within the Employer's country.

–Instructions Related to E –Tendering:

The prospective Bidders are invited to submit a “Techno Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.

Bids are to be submitted through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who do not have GeM Seller ID must register themselves as Seller in GeM Website by visiting Government e-Marketplace Website - <https://gem.gov.in/>.

Bidders may also refer to the Seller Help Document for participating in the tender which is uploaded on GeM website. Bidder shall download the Tender Documents from Government e-Marketplace Website- <https://gem.gov.in/> and promptly upon download of Tender documents, the Bidder shall fully satisfy itself that Bid Documents is complete in all respects. Notice of any discrepancy shall be given to APCPL immediately. The Bidder shall confirm that the Bid Documents is complete in all respects. In the event that the Bid Documents or any part thereof is mutilated or missing, the Bidder must notify APCPL immediately.

The Bidding documents shall be part of GeM Bid and shall be included as buyer added ATC.

E-Tender Portal: <https://gem.gov.in/>

- 1.1 APCPL Limited (hereinafter referred to as APCPL or the Employer) intent to procure **agro residue/biomass** as per technical specifications mentioned herein, on ‘FOR Destination’ basis at IGSTPP/APCPL Jharli-Jhajjar. The delivery schedule and timely supply is the essence of the contract.

The successful bidder shall ensure supply of biomass as per required technical specifications to IGSTPP, Jharli- Jhajjar, arranging loading, transportation and delivery at IGSTPP/APCPL, Jharli-Jhajjar, specified in detail in Technical Specifications and Scope of Work (Volume II) in the bidding documents mentioned herewith.

- 1.2 Bidder has to quote their prices for the entire quantity.

Bidders shall submit Envelope-I (Techno- commercial) Bids and Envelope-II (Price) Bids for the **Aravali Power Company Private Limited**.

1.3 General Information

- i. The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
- ii. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the employer, and the employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Terms and Conditions as per Bidding Documents are being incorporated through buyer added ATC in the GeM bid. Terms and Conditions stipulated in buyer added ATC will supersede those in GeM GTC and STC in case of any conflicting provisions.

- iii. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.
- iv. APCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action. Decision of Employer will be final and binding in this regard.
- v. The Successful bidder should obtain all necessary clearances and other related statutory requirements etc. as applicable for supply of biomass on FOR APCPL station destination basis from the concerned authorities, without any additional cost to APCPL. Notwithstanding anything stated herein, Bidders are essentially required to comply with all statutory requirements including the law of land.
- vi. Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder himself, or as a partner in a joint venture or consortium, who submits or participates in more than one bid in this bidding will be disqualified from the bidding.

Multiple bids by the same person (individually or as a part of a Consortium/Subsidiary) are not allowed. Any person that controls

(directly or indirectly) a bidder or a member of the bidding Consortium (Consortium)/Subsidiary, or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium/Subsidiary, shall not bid on its own or as a member of a Consortium/Subsidiary for which the bidder or the bidding Consortium/Subsidiary has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.

For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

If it is found at any stage of bidding or during currency of the Contract (if awarded), that the bidder/contractor have any common controlling shareholders or ownership, directly or indirectly, with any other participating bidder(s), then their Bid or Contract (if awarded) shall be rejected/ terminated.

- vii. Throughout these Bidding Documents, the term Plant/Project/Station of APCPL appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

1.4 Qualifying Requirement/Bidder Acceptance Criteria

The bidders who fall in the following categories may be considered acceptable for further evaluation:

Entrepreneurs / Individuals/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Companies / Cooperative Societies / Technology Providers (herein after called Bidder) shall be eligible to participate in Bid.

The Bidder should be of minimum 21 years of age (in case of individual Bidder).

The Bidder shall be of Indian nationality AND/OR a Company/ Sole Proprietorships / Partnerships / Limited Liability Partnerships / Consortium / Cooperative Societies Registered in India AND/OR Non-Resident Indians/Persons of Indian Origin AND/OR a Multi -National Company having its registered office in India /Overseas Corporate Bodies having its registered office in India

- 4. The bidder must have a valid PAN number

5. Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators/ associates/ subsidiaries/group companies to perform the contract should the circumstances warrant such assessment in the overall interest of the Employer.

1.5 ALLOCATION CRITERIA

As mentioned in SCC.

B. BIDDING DOCUMENTS

The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.

2.0 Content of Bidding Documents

Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.1 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-mail or in writing by post at the Employer's address indicated at IFB under Address for Communication. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives not later than the date of Pre-Bid Conference as specified in IFB.

Employer will post the Clarifications at GeM Website through "View Corrigendum" tab and Bidders can view these clarifications once they are posted at GeM website (<https://gem.gov.in/>) at "View Corrigendum" Tab.

Bidders are advised to regularly check GeM website (<https://gem.gov.in/>) regarding posting of clarification, if any. Regularly checking GeM Website regarding posting of clarification by the Employer shall be the sole responsibility of bidders. APCPL shall have no obligation to send notification/communication regarding posting of clarification to the bidders.

"Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified in IFB.

Should the clarification result in changes to the essential elements of the Bidding Documents, the employer shall amend the Bidding Documents following the procedure under 2.2 below.

The Bidder is advised to visit and examine the Power Station where the supplies are to be made and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the bid and entering into a contract for supply of the biomass s. The cost of visiting the Power Station shall be borne by the Bidder fully.

The Bidder and any of its personnel will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

2.2 Amendment to Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents by issuing Corrigendum (a) / Amendment(s) to Tender Documents.

The corrigendum(a)/Amendment(s) will be posted at GeM website (<https://gem.gov.in/>) for viewing by the Bidder at “**View Corrigendum**” Tab. The corrigendum(a) / Amendment(s) will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check GeM website (<https://gem.gov.in/>) regarding posting of Amendment, if any. Regularly checking GeM Website regarding posting of corrigendum(a)/Amendment(s) by the Employer shall be the sole responsibility of bidders. APCPL shall have no obligation to send notification /communication regarding posting of corrigendum(a) / Amendment(s) to the bidders.

Any corrigendum (a) / Amendment(s) to Tender Document issued by APCPL subsequent to the issue of Tender Document will also be considered an integral part of Tender Document and any reference to Tender Document in the Project Agreement shall include such Corrigendum (a)/Amendment(s) also.

Any verbal clarifications and information provided by APCPL or its employee(s) or its representative(s) or its consultant(s) shall not in any way be binding on APCPL unless subsequently confirmed through the issuance of Corrigendum (a)/Amendment(s).

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids.

2.3 Pre-Bid Conference : Not Applicable

C. PREPARATION OF BID

- 3.0** **Single Stage Two Envelope Bidding process shall be followed for the subject Package, as under:**
- 3.1** The Bid shall comprise of Envelope I : Techno-commercial Bid containing the documents listed in ITB 20.1 and Envelope II: Price Bid containing the documents listed in ITB 20.3
- 3.2** Bids are to be submitted complete in all respect with requisite information .
- 3.3** A **Power of Attorney**, duly authorised by a Notary Public, is required to be submitted by the bidder indicating that the person(s) signing the bid has/have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 10.0.
- 3.3.1 The Authority of the Person issuing the Power of Attorney shall also be submitted by the bidder
- 3.3.2 For bidder participating as Consortium (if applicable as per QR)
- The Power of Attorney by each Partner of Consortium in favour of their respective signatory shall be submitted. One of the Partners shall be designated as Leader, the authorization for which shall be evidenced by submitting the bid along with a Power of Attorney signed by legally authorized signatories of all the consortium Partners. The bid shall be signed so as to be legally binding on all the Partners.
- 3.3.3 Bidder shall be required to upload scanned copy of the Power of Attorney of the Bidder, as applicable, along with the Authority of the person issuing the Power of Attorney, along with the bid as per ITB clause no. 20.1.1.
- 3.4** For preparation of Bid, Bidder is expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the bid.
- 3.5** If Power of Attorney/ Consortium Agreement form (as applicable) submitted by Bidder (including MSE bidder) is not in acceptable form, then same is to be submitted within 7 days of seeking clarification by APCPL. Thereafter in case of non-submission of Power of Attorney/ Consortium Agreement form (as

applicable) by the Bidder, Bids shall be liable to be rejected by the Employer as being non-responsive.

4.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and APCPL shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of interpretation of the bid, the translation shall govern.

5.0 BID CURRENCY

All prices to be quoted by the bidders will be in Indian Rupees only.

6.0 BID FORM, PRICE SCHEDULES AND IMPORTANT CONDITIONS:

6.1 The schedule of quantity proposed to be delivered to power Plant of APCPL, within the package, is indicated in the bid documents.

6.2 Bidder has to quote the Landed price in (Rs/MT) of Biomass on FOR Power station basis inclusive of GST (if any), any other taxes, duties and cess in the Total Offer price Tab in GeM portal.

As per GeM policy, seller can also raise representation against the displayed evaluation net rate within 48 hours of submitting of evaluated rate by the Purchaser/Buyer. For further details regarding submission of representation, Bidders may refer the help documents in GeM portal.

After accepting or rejecting the representation, Purchaser/Buyer will publish the final evaluated net rate of all the sellers for determination of the L1, L2, L3, etc.

6.3 Bidder shall undertake that they shall deal directly with APCPL and will not engage any Agent to deal with APCPL.

7.0 TENDER FEES AND BID SECURITY DECLARATION

7.1 A complete set of Bidding Documents may be downloaded by any interested Bidder from APCPL e-tender website (<https://gem.gov.in/>) free of cost.

7.2 The Bidder shall submit the Bid Security declaration (**Attachment-1**) as per Employers format of bid security declaration included in the Bidding Documents.

7.3 By submitting the Bid Security Declaration, Bidders are deemed to confirm the followings:

"We confirm that we have read the provisions of the bidding document, 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 APCPL 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 Registered with APCPL /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, then we shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, APCPL shall also be free to take further actions as per the provisions of the Policy for withholding and Banning of Business Dealings.

8.0 Purchase Preference

8.1 Benefits to MSEs

Micro and Small Enterprises (MSEs) as per Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit/ Bid Security.

MSE Benefits applicable as per GEM GTC.

8.1.1 Applicability of MSE Benefits

As per GEM General Terms and Conditions

8.2 Preference to Make In India and granting of purchase preference to local suppliers

8.2.1 Only Class-I local suppliers are eligible to bid. Bids received from bidders other than 'Class-I Local supplier shall be out rightly rejected.

The minimum Local Content shall be:

Class-I Local Suppliers: 50%

8.2.2 Preference to Make in India and Eligibility for Participation of "Class-I local suppliers" as mentioned in GEM GTC shall be applicable.

The 'Class-I local supplier' shall be required to provide, in the Bid Form, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

False declarations will be dealt in line with the Fraud Prevention Policy and Policy for withholding and Banning of Business Dealings of APCPL.

Note: Import of raw materials is not allowed. Further, Manufacturing and Supply of Biomass s shall be from INDIA only.

- 8.2.3 For purchase preference, MSE guidelines mentioned above in 8.1 read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in GEM GTC, shall be applicable

9.0 COMPLIANCE THROUGH NIL DEVIATION CERTIFICATE

No deviation, whatsoever, is permitted by APCPL, to any provisions of the Bidding Documents. The bidders are advised that while making their Bid and quoting prices, all terms & conditions may appropriately be taken into consideration. In this regard, **Bidders have to submit NIL deviation Certificate** as per Annexure I of Forms & Formats.

Following attributes in No Deviation Certificate are as under:

- 1) Total Compliance / Nil Deviation
- 2) Compliance on Qualifying Requirement/Bidder Acceptance Criteria
- 3) Not Used
- 4) Compliance on Restriction on Procurement from a Bidder of a country which shares a land Border with India
- 5) Compliance on Fraud Prevention Policy
- 6) Compliance on Policy for withholding and Banning of Business Dealings
- 7) Compliance to Preference to Make in India and eligibility for participation

9.1 Acceptance of Full Compliance to all provisions of Bidding Documents / Nil Deviation Attribute shall be considered as bidder's confirmation to the following:

- Bidder has read the provisions of the Bid Document No. APCPL/NVVN/C&M/RE-193 or RE-194 along with its subsequent Amendments/Corrigenda /Clarification/Addenda/Errata and their Project Proposal (i.e. Techno-Commercial bid and Price bid) is strictly in conformity with the provisions of the Bid Document including Amendments/Corrigenda/Clarification/Addenda/Errata thereof and it has not taken any deviation to any of the provisions of the bidding documents.
- the entire work shall be performed as per the provisions of Bidding Documents.
- any deviation / variation / additional conditions to the provisions of the Bidding Documents read in conjunction with its Amendment(s) / Clarification(s) / Addenda / Errata found anywhere in Project Bid (i.e. Techno-Commercial Bid and Price Bid), implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn without any cost implication whatsoever to the Owner, failing which the bid shall be rejected.
- their TECHNO-COMMERCIAL bid does not contain any price content entry.
- their Price bid does not contain any matter in respect of technical and / or commercial aspects other than the details specifically sought in the Price bid.

9.2 Acceptance of Attribute for Compliance on Qualifying Requirement/Bidder Acceptance Criteria through NIL Deviation Certificate shall be considered as bidder's confirmation to the following:

The details furnished by us for establishing the compliance to specified Qualifying Requirement are in accordance with ITB Clause 25.7 of the ITB of the Bidding documents.

9.3 Not Used.

9.4 Acceptance of attribute for compliance on Restriction on Procurement from a Bidder of a country which shares a land Border with India (through NIL Deviation Certificate) shall be considered as bidder's confirmation to the following:

Bidder has read and understood the ITB Clause 40 regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.

the entire work shall be performed as per the provisions of Bidding Documents. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and Bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GPC Clause titled 'Termination' and shall be dealt accordingly.

9.5 Acceptance of attribute for compliance on Fraud Prevention Policy (through NIL Deviation Certificate) : In accordance with ITB Clause 17 shall be considered as bidder's confirmation that Bidder along with Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / associates / collaborator/ sub- contractors / sub-vendors / Consultants / service providers shall strictly adhere to the Fraud Prevention Policy of APCPL.

9.6 Acceptance of attribute for compliance on Policy for withholding and Banning of Business Dealings (through NIL Deviation Certificate) in accordance with ITB Clause 39 shall be considered as bidder's confirmation to the following:

Bidder has read the contents of the Policy for withholding and Banning of Business Dealings attached with this Bidding document and agree to abide by this policy. Further, in terms of requirement under the policy the bidder declares the following:

a) The bidder has not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

b) The bidder has not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.

c) The bidder's Director(s)/ Owner(s)/ Proprietor/ Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or APCPL or APCPL's group companies during the last five years.

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

9.7 Acceptance of attribute for "Preference to Make in India and eligibility for participation" (through NIL Deviation Certificate)

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Preference to Make in India and eligibility for participation" and its bid is in compliance to this clause. Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in compliance of ITB Clause regarding "Preference to Make in India and eligibility for participation" in respect of Local content in their bid, same may be treated as false declaration and may be dealt in line with the Fraud Prevention Policy of APCPL.

Further Bidder Confirm that they are a LOCAL SUPPLIER, and the LOCAL CONTENT included in SCOPE OF SUPPLY FOR ALL QUOTED ITEMS (Item-wise Evaluation) OR COMPLETE SCOPE OF SUPPLY (Package-wise Evaluation) meets the MINIMUM LOCAL CONTENT requirements of the Tender

- 9.8** EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

10.0 PERIOD OF VALIDITY OF BID

- 10.1** The bidder is to ensure that its bid initially shall remain valid and open for acceptance for one hundred & twenty (120) days from the date of opening of Techno-Commercial Bid. The bid valid for shorter period shall be rejected by the employer as being non-responsive.

- 10.2** In exceptional circumstances, Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post, or e-mail. A Bidder may grant or refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

11.0 PRICE BASIS

Bidders are required to quote on FOR station basis as mentioned in detailed IFB. The bidders are required to include all the freight & Insurance (as applicable) charges and all incidentals in the prices quoted.

Bidders are required to refer Technical specification before quoting the prices in GeM price schedule.

In case of any discrepancies/variations in item Description between Technical Specification and price bid form, the description appearing in Technical Specification shall prevail and it would be deemed that the Bidder has read the Technical Specification and other sections of Bidding Documents to ascertain full scope, included in each item, while filling the rates/prices shall be deemed to include the full scope, as per Technical Specification.

12.0 TRANSIT INSURANCE

Bidder shall be responsible for transportation and safe delivery of material. Transit Insurance charges if any shall be included by the bidder in their quoted FOR prices.

13.0 FREIGHT

The material is to be supplied directly to IGSTPP, Jharli-Jhajjar site as mentioned at ITB clause 1.0

Bidder shall be responsible for transportation and safe delivery of material.

The bidders are required to include the freight charges in the prices quoted i.e. quote on FOR destination basis.

14.0 DELIVERY START DATE AND DELIVERY SCHEDULE

As specified in technical specifications and scope of work.

15.0 CONTRACT PERIOD

As specified in Special Conditions of Contract.

16.0 BID PRICES

16.1 For quoting the Bid Prices, the Bidder are expected to take into account the requirements and conditions of the bidding documents.

Bidder has to quote the Landed price in (Rs/MT) of Biomass on FOR Power station basis inclusive of GST, other taxes, duties and cess in the Total Offer price Tab in GeM portal.

16.2 The quoted price shall remain valid irrespective of the quantities considered for award to the bidder by the Employer, as per award criteria specified elsewhere in the Bidding Documents during the entire currency of the Contract, till the complete execution.

16.3 All charges for the entire scope of work should be included in the quoted price and the same should be for entire execution of the contract, in line with the Technical Specifications including Scope of Work and bidding documents provisions.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

16.4 The terms EXW, FOB, C&F, CIF, FOR etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

16.5 Under GST regime, if input tax credit (ITC) benefits is available to the bidder, Bidder to quote their Price bids taking the same into consideration. APCPL shall not be in any way, responsible for the same.

16.6 In the event of any corrections in the Bid, the same should be authenticated by signature of the authorized signatory signing the Bid.

17.0 FRAUD PREVENTION POLICY

The Bidder along with its associate/collaborator/subcontractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy displayed on its tender website <https://www.apcpl.co.in/tenders.aspx> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

Acceptance of Fraud Prevention Policy of APCPL is to be also given on-line by accepting the following attribute through Annexure-III, NIL deviation certificate document submission along with Techno-Commercial bid:

“Do you accept Fraud Prevention Policy?”

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder unconditionally adheres to APCPL's "Fraud Prevention Policy".

18.0 Format and Signing of Bid

The bid including all documents attached/uploaded on the e-tender portal shall be digitally certified using Class-III signature by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per ITB Clause 3.3 and shall be submitted prior to date & time for opening of Techno-Commercial bid as per ITB clause 20.

Authorized Representative and Signatory" means the designated person of each Bidder authorized to represent the Bidder in all matters pertaining to its Bid. This designated person should hold the Power of Attorney duly authorizing him/her to perform all tasks including but not limited to sign and submit the Bid to participate in all stages of the Bidding Process; to conduct correspondence for and on behalf of the Bidder, and to execute the contract and any other documents required to give effect to the outcome of the Bidding Process.

D. Submission of Bid

19.0 Bidding Procedure

19.1 Bidders shall submit their Bids (Techno- Commercial Bid and Price) Bids] as per the Terms and Conditions of the Bidding Document no APCPL/NVVN/C&M/RE-193 or RE-194.

19.2 As per evaluation and award criteria stipulated herewith Bidders shall submit the Bid Security Declaration as specified in Clause 7.0 of ITB

19.3 As brought out at clause 1.0 of ITB, Single Stage Two Envelope Bidding process is being followed for Biomass Procurement.

20.0 ONLINE SUBMISSION OF BID DOCUMENTS & PRICES

The Bid (comprising the Bid Form as per Section-V, together with its Attachments (Techno-commercial and price) and Price Schedules) shall be

submitted simultaneously at the GeM Website through e-tender mode in the manner specified elsewhere in bidding document.

No Manual/Hard Copy of the Bid shall be acceptable.

20.1 Envelope-I: Techno-Commercial Bid

Techno Commercial bid duly completed shall be uploaded in the “Upload Documents” Tab at GeM website (<https://gem.gov.in/>).

No Manual/Hard Copy of the Bid shall be acceptable.

Bidder to further ensure that documents uploaded in “Upload Documents” Tab at GeM website (<https://gem.gov.in/>) is being downloaded properly. APCPL shall not be responsible for corrupted files, if any, uploaded therein.

Bidder may note that **“Please Upload Financial Document indicating Price Break-up” Tab** under **“Upload Documents” Tab** is strictly reserved for submission of **Price Bid**.

The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.

20.1.1 Documents to be uploaded for Techno Commercial Bid of E-tender

Following attachments shall be uploaded on the GeM Website under upload documents tab as mentioned below:

a) Attachment 1: Bid Security Declaration Form

Bid security declaration form shall be furnished in accordance with ITB Clause 7.0.

b) Attachment 2: (Declaration on Local Content)

c) Attachment-3: Nil deviation Certificate

d) Attachment-4: Bidder’s details

Note- MSE bidders shall also upload a copy of **UDYAM REGISTRATION CERTIFICATE**

20.2 Envelope II: Price Bid

Bidder shall quote its price inclusive of GST at “Offer Price” Tab as detailed in clause 16 of ITB.

The IFB/Tender ID No. for uploading Envelope-II (Price Bid) in GEM website (<https://gem.gov.in/>) for the project:

Sl.	Project Name	ITEM
1.	IGSTPP, Jharli-Jhajjar	Biomass as per Technical Specifications Volume II.

21.0 DEADLINE FOR SUBMISSION OF BIDS

21.1 Bids (Techno-commercial bid and price bid) shall be submitted in compliance to the provisions of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the employer.

In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

21.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 2.2 in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable as detailed in ITB clause 23.2.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may withdraw its Project Proposal online at GeM website (<https://gem.gov.in/>) after submission but prior to the deadline prescribed for bid submission and re-participate as per GeM Rules/ Policy.

22.1 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 10.0. Withdrawal of a bid during this interval may result in bidder being ineligible for participation in the future tenders issued from APCPL for a period of 06 months from the date of withdrawal of the bid.

E. BID OPENING AND EVALUATION

23.0 Opening of Bids

23.1 Techno-Commercial Bid Opening

23.1.1 The Employer will first open Techno-Commercial Bid, on the date online at IFB / any subsequent communication from the employer. Bidder's attendance during the Techno-Commercial Bid opening in APCPL premises is not envisaged. In the event of the specified date for the opening of bids being

declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day.

23.1.2 The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

23.1.3 Only those bidders who are eligible by fulfilling the laid down criteria of the relevant stage of the bid will be able to check bid opening status through e-tendering portal.

23.2 Price Bid Opening

23.2.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform the eligible Bidders in writing regarding date, time set for the online opening of Price Bid/ any subsequent communication from the employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, and/or not meeting the Qualifying Requirements shall also be informed in writing and their Price bid will be rejected and shall not be opened.

23.2.2 Price Bid for biomass s shall be opened at clause 20.3 of ITB above. After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date and time set for the opening of Price Bid.

23.2.3 Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid is found to be responsive, will be opened online.
Bidder's attendance during the Price Bid opening in APCPL premises is not envisaged.

23.2.4 The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer.

24.0 Clarification on Bids

24.1 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the details mentioned in the bid for the purpose of meeting Qualifying Requirement as specified in bidding documents. The request for clarification and the response shall be in writing only. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.

25.0 Preliminary Examination of Techno-Commercial Bids

25.1 Employer will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

25.2 The Employer may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.3 Prior to the detailed evaluation, APCPL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Employer's rights or the Successful bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

25.4 No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Corrigendum(s)/ Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer, by accepting the following through **Certificate for Compliance**.

“Do you certify full compliance to all provisions of Bidding Doc?”

Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid shall be rejected.

25.5 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and any written clarifications, submitted by the bidder, if sought for by Employer. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25.6 QUALIFICATION CRITERIA/BIDDER ACCEPTANCE CRITERIA

Bidders shall certify their compliance on "Qualifying Requirements" on-line through GeM website by accepting the following through **NIL Deviation Certificate**.

“Do you certify full compliance on Qualifying requirements”

Employer, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the bidding documents. The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB Clause 1.4 and 1.5 as well as such other information as Employer deems necessary and appropriate.

Notwithstanding anything stated anywhere else in the bidding documents, Employer reserves the right to seek in writing information relating to qualifying

requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to the Employer.

APCPL reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of APCPL shall be final in this regard. Notwithstanding any stated above, APCPL reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of APCPL.

Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected. An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno- Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder.

26.0 DETAILED EVALUATION OF TECHNO-COMMERCIAL BIDS

Techno-commercial Bids, prepared and comprising details/documents in line with ITB Sub-Clause No. 20.1.2 submitted by Bidders will be evaluated as described below:

26.1 Employer will carry out a detailed evaluation of the Techno-Commercial Bids, previously determined to be responsive, in order to ascertain that the bidder fully meets Qualifying Requirements (ITB Clause 1.4) and other provisions of bidding document, thereby eligible for quantity allocation as mentioned under ITB clause 27.5 and other provisions of bidding documents

26.2 Detailed evaluation of the Techno-Commercial Bids shall determine whether the various aspects are in accordance with the Technical and Commercial aspects and requirements set forth in the Bidding documents. In order to reach such a determination, the employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors,

i) Overall completeness and compliance with the Technical Specifications. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

ii) Any other relevant factors listed in the General Purchase Conditions, and Instruction to Bidders, or that EMPLOYER deems necessary or prudent to take into consideration.

During the course of Detailed technical evaluation, owner shall examine the bids to determine whether they are complete, whether document have been properly submitted and whether bids are generally in order. Material deficiencies in the bid may render the bid as non-responsive and lead to rejection of the bid.

Detailed Technical evaluation will be carried out to determine as to whether technical aspects are in accordance with the requirements set forth in this

document.

Employer's determination of responsiveness will be based on contents of the bid itself and any written clarifications, submitted by the bidder, if sought for by Employer.

The bids considered as technically acceptable shall only be construed as qualified bid and only such bids shall be taken up for further evaluation and comparison.

Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies to all the conditions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer. In case the Bidder refuses to withdraw deviations implicit or explicit found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected.

- 26.3** After the evaluation process of Techno-commercial Bid is completed, Employer will inform the eligible bidders, in writing, regarding schedule of Price Bid Opening.

27.0 EVALUATION OF PRICE BID

Price Bid, prepared and submitted comprising details / documents in line with ITB Sub-Clause 20.3, by Bidders found eligible after evaluation of Techno- Commercial Bids, submitted in accordance with ITB will be evaluated as described hereinafter:

- 27.1** The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

- 27.2** The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. The Bids shall be evaluated for arriving at total FOR APCPL Station basis price.

- 27.3** Deleted

- 27.4** The Evaluated Bid Price shall be arrived at considering quoted FOR IGSTPP, Jharli-Jhajjar basis price. The indicated quantities for the plants, as further detailed at technical specifications. However, the Quantity Allocation (i.e. actual quantity to be supplied) may vary as per the provisions of the bid documents.

- 27.5** **The evaluation of price bids shall be done on the basis of FOR Destination price.**

- 27.6** **Quantity Allocation**

As per Special Conditions of Contract

F. Award of Contract

28.0 AWARD CRITERIA

Subject to ITB Clause 32 (Employer's Right to Accept any Bid and to Reject any or all bids), and other provisions of bidding documents, the Employer will award the Contract to the Bidder (whose bid has been determined to be substantially responsive to the Bidding Documents and provided that such bidder has been determined to be qualified to perform the contract satisfactorily

The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer.

29.0 LETTER OF AWARD

29.1 Prior to the expiration of the period of bid validity, the Employer will notify the Successful bidder in writing by registered letter or by telefax or by email, to be confirmed in writing by registered letter, that its bid has been accepted. The Letter of Award (LOA) as applicable as per bidding documents will constitute the formation of the contract and shall be effective from the date of award. Further, APCPL reserves the right that Letter of Award may not be placed for a particular project even after opening of price bid.

29.2 APCPL shall generate Demand Order and GeM PO / Contract on GeM Website. The successful Bidder has to make the payment of "Transaction Fee and/or AMC" as per GeM Policy. In case, the successful Bidder fails and/or denies making the payment of "Transaction Fee and/or AMC" as per GeM Policy, further action shall be taken against bidder as per GeM Policy.

29.3 The Letter of Award shall supersede and will have overriding effect on GeM PO / Contract, in case of any conflicting provisions.

30.0 PRICE ADJUSTMENT ON ACCOUNT OF INDICES

The Contract price shall be on Firm Price basis and no adjustment on account of change in Indices is allowed.

G. Other Instructions

31.0 Contacting the Employer

Subject to ITB clause 2.1, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded.

Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decision may result in rejection of the Bidder's bid.

32.0 Employer's Right To Accept Any Bid And To Reject Any Or All Bids

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

33.0 Ineligibility to participate in re-tender

Notwithstanding the provisions specified in ITB Sub-Clause 7 & 32. if a bidder after having been issued the LOA as applicable as per bidding documents , either does not accept the Letter of Award pursuant to ITB Clause 29 or does not submit an acceptable Performance Security pursuant to GPC Clause 28.0, , and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package **and contractual action may be taken as per provisions of the Bidding documents**. Further, such vendor shall also be dealt as per the provisions of the contract and policy for withholding and Banning of Business Dealings.

34.0 OBLIGATIONS OF THE SUCCESSFUL BIDDER

The Successful bidder(s) shall perform the work and carry out their obligations as per Scope of Work and terms and conditions defined in the Bid Document or Contract or Agreement with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The bidder shall always act, in respect of any matter relating to the Contract or to the Work, as sincere advisers to APCPL and shall at all times support and safeguard APCPL's legitimate interests.

35.0 Notwithstanding anything stated elsewhere in the Bidding Documents, the Employer reserves the right to assess the capabilities and capacity of the Bidder / its collaborators/associates/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/reference work by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding document

36.0 NOT USED

37.0 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the Employer.

38.0 NOT USED

39.0 POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS

The Employer has in place a Policy for withholding and Banning of Business Dealings as enclosed at General Purchase Conditions (GPC) of the Bidding documents. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings."

Acceptance of the Policy for withholding and Banning of Business Dealings is to be given on-line by accepting the following attribute through Annexure-III, NIL Deviation Certificate document submission along with Techno-Commercial bid :

"Do you accept Policy for withholding and Banning of Business Dealings?"

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder unconditionally adheres to APCPL's Policy for withholding and Banning of Business Dealings.

40.0 "Restrictions on procurement from a Bidder of a country which shares a land border with India"

40.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in General Purchase Conditions (GPC)

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract supplies/ services/ works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in GPC.

However, the said requirement of registration will not apply to bidders/ sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

40.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

40.3 "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

40.4 "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" as mentioned in ITB clause 40.1 above means;

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

40.5 The beneficial employer for the purpose of ITB clause "40.4" above will be as under;

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

Explanation-

- i. "Controlling employership interest" means employership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholder's agreements or voting agreements;
- b) In case of a partnership firms, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has employership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial employer is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has employership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial employer is the relevant natural person who holds the position of senior managing officials;
- e) In case of a trust, the identifications of beneficial employer(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or employership.

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

41.0 ~~Deleted~~

42.0 APCPL PAYMENT PROCEDURE

42.1 For all the cases where payment documents are to be directly submitted to APCPL (excluding Payment through Bank cases), the Invoice and supporting document(s) as required in the Purchase Order have to be submitted in original hard copy.

42.2 While submitting the Invoice/ Bills & related documents in physical form, Vendors are required to mention the following details on the top of the envelope:

- a. Invoice/Bill reference No.
- b. APCPL PO No./ Package no.
- c. APCPL Vendor Code as per PO

In addition to above, vendors are requested to mention their correspondence E-mail & Mobile No.in the Covering Letter, through which invoice processing related information/clarification request may be sent.

42.3 For payment cases through bank, all original documents are to be submitted in bank as per terms of PO.

43.0 Details of Consignee & Engineer In charge

As specified in SCC.

VOLUME – VI

GENERAL PURCHASE CONDITIONS (GPC)

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
1.0	<p data-bbox="431 195 609 220">DEFINITIONS</p> <p data-bbox="431 258 1377 321">Unless the context otherwise requires, the following terms whenever used in the Contract have the following meaning:</p> <p data-bbox="431 338 1377 495">(a) “Contract” means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract and the term “the Contract” shall in all such documents be construed accordingly.</p> <p data-bbox="521 531 1117 556">“GPC” means the General Purchase Conditions.</p> <p data-bbox="431 594 1377 720">(b) Applicable Law - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Jhajjar, HR-India.</p> <p data-bbox="431 751 1377 877">(c) Contract Price means the price to be paid for the performance of the work detailed under Scope of Work, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p data-bbox="431 909 1377 972">(d) Bidder means the party to whom the Invitation for Bid is issued and who submits its Bid..</p> <p data-bbox="431 1003 1377 1129">(e) “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</p> <p data-bbox="431 1161 1081 1186">(f) Government means the Government of India.</p> <p data-bbox="431 1224 1377 1287">(g) Local Currency means the currency of the Government of India i.e. Indian Rupees.</p> <p data-bbox="431 1318 1377 1381">(h) Party means APCPL or Bidder, as the case may be, and "Parties" means both of them.</p> <p data-bbox="431 1413 1377 1476">(i) Personnel mean persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof.</p> <p data-bbox="431 1507 1377 1602">(j) Services means the work to be performed by the Contractor pursuant to the Contract, as detailed in the Bidding Documents, Agreement or Contract or Purchase Order or LOA.</p> <p data-bbox="431 1633 1377 1728">(k) Law Governing the Contract : The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p data-bbox="431 1759 1377 1822">(l) MT or Ton or Tonne means Metric Tonne which is equivalent to 1000 Kg.</p> <p data-bbox="431 1854 841 1879">(m) TPD means Tons Per Day</p>
Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193 or RE-194	VOLUME-III (GPC) PAGE 1 of 36

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
1.1	<p>(n) Quarter - A continuous period of 90 days reckoned from the day 1 shall be treated as one quarter and subsequent period of 90 days after completion of previous quarter shall be treated as following quarter.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>(o) “Plant” or “Project” or “Site” or “Station” means Indira Gandhi Super Thermal Power Project (IGSTPP), Jharli, Jhajjar, Haryana</p> <p>(p) “Owner” or “Purchaser” or “Employer” or “APCPL” and includes the legal successors or permitted assigns of the Purchaser or Owner or Employer.</p> <p>(q) “Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) which shall be fully complied with by the bidder.</p> <p>(r) Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity/ Schedule of Quantities/ Bill of Quantities; Employer / APCPL; Bid Security/ Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(s) Throughout these Bidding Documents, the term Plant /Project/Station/Site appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(t) Throughout these Bidding Documents, the term Supplier /Contractor/Vendor appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>(u) Throughout these Bidding Documents, the term Purchase Order / Service order/ Contract Agreement / Letter of award/ Notification of Award appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other</p> <p>“Sub-contractor from a country which shares a land border with India” means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p>
Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193	VOLUME-III (GPC) PAGE 2 of 36

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)		
1.1.1	<p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>The beneficial owner for the purpose of clause “1.1 (d)” above will be as under;</p> <p>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>f) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>		
Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193		VOLUME-III (GPC)	PAGE 3 of 36

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p>2.0</p> <p>3.0</p> <p>3.1.1</p> <p>3.1.2</p> <p>3.2</p> <p>3.3</p> <p>3.4</p> <p>3.5</p>	<p>CONTRACT DOCUMENTS</p> <p>The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order. The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called Supplier.</p> <p>INTERPRETATION</p> <p>Language</p> <p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GPC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p> <p>Singular and Plural</p> <p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> <p>Headings</p> <p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Persons</p> <p>Any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being.</p> <p>Incoterms</p> <p>Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
3.6	Construction of the Contract & Letter of Award
3.6.1	The Contract to be entered into between the Employer and the Contractor shall be on FOR APCPL Power Plant basis.
3.6.2	APCPL shall place Letter of Award for supplies.
3.6.3	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter, that its bid has been accepted. The Letter of award will constitute the formation of the contract and shall be effective from the date of award.
3.7	Entire Agreement Subject to GPC Sub-Clause 27.4 hereof, the Contract constitutes the entire Agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
3.8	Amendment No amendment or other variation of the Contract (Purchase Order) shall be effective unless it is in writing, is dated, expressly refers to the Contract (Purchase Order) , and is signed by a duly authorized representative of each party hereto.
3.9	Independent Contractor The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, Consortium or other joint relationship between the parties hereto i.e. APCPL and the Contractor. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the owner.
3.10	Consortium If the Contractor is a consortium of maximum three (03) firms they shall be jointly and severally bound to the Owner for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the consortium. The composition or the constitution of the consortium shall not be altered without the prior consent of the Owner.
3.11	Non-Waiver
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)		
3.11.1	Subject to GPC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.		
3.11.2	Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.		
3.12	Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.		
3.13	Country of Origin “Origin” means the place where the materials and other supplies for the Facilities are grown, produced or manufactured, and from which the services are provided.		
4.0	NOTICES		
4.1	Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the contract.		
4.1.1	All notices to be given under the Contract shall be addressed to Engineer-in-charge.		
4.1.2	Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days’ notice to the other party in writing.		
4.2	Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.		
5.0	GOVERNING LAWS The Contract/Agreement shall be governed and interpreted in accordance with laws in force in India. The court of Jhajjar, Haryana, India shall have exclusive jurisdiction in all matters arising under the Contract.		
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p>6.0</p> <p>6.1.</p>	<p>SETTLEMENT OF DISPUTES</p> <p>Mutual Consultation</p> <p>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>On reference of such a dispute by either party, the Employer shall Invite the Contractor for mutual consultation, within seven (07) working days of such reference.</p> <p>Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute.</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings-</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the mutual consultation proceedings;</p> <p>c) the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
6.2.	Not used.
6.3.	<p>Resolution of Dispute through Conciliation If the parties fail to resolve such a dispute or difference by mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above, the dispute if the parties agree, may be referred to Conciliation.</p> <p>(i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer.</p> <p>(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).</p> <p>If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.</p> <p>The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.</p> <p>In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p>6.3.1. Resolution of Dispute through Expert Settlement Council (ESC), constituted by EMPLOYER {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25crore (excl. interest).</p> <p>6.3.1.1. Invitation for Conciliation through ESC:</p> <p>6.3.1.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p>6.3.1.1.2.</p> <p>6.3.1.1.3.</p> <p>6.3.1.2.</p> <p>6.3.1.2.1.</p> <p>6.3.1.2.2.</p> <p>6.3.1.2.3.</p> <p>6.3.1.3.</p> <p>6.3.1.3.1.</p>	<p>specified at Cl. 6.1, 6.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</p> <p>Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC.</p> <p>There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.</p> <p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p> <p>Conciliation through ESC:</p> <p>Where Invitation for Conciliation has been furnished under GCC sub clause 6.3.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/Chairman of Employer.</p> <p>ESC will be formed from experts comprising three members from the panel of Conciliators maintained by EMPLOYER. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.</p> <p>CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.</p> <p>The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than APCPL, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than APCPL.</p> <p>Proceedings before ESC:</p> <p>The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.</p>
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6.3.1.3.2.	<p>Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> Chronology of the dispute Brief of the contract Brief history of the dispute Issues <table border="1" data-bbox="448 535 1380 781"> <thead> <tr> <th data-bbox="448 535 521 674">Sl. No.</th><th data-bbox="521 535 808 674">Description of Claims/ Counter claims</th><th data-bbox="808 535 1096 674">Amount (in foreign currency/INR)</th><th data-bbox="1096 535 1380 674">Relevant Contract Clause</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Details of Claim(s)/Counter Claim(s) Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract) <p>Note: Statement of claims shall be restricted to maximum limit of 20 pages.</p>			Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause												
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6.3.1.3.3.	<p>In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.</p> <p>If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.</p>																		
6.3.1.3.4.	<p>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.</p>																		
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6.3.1.3.5.	ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement.CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.																														
6.3.1.3.6.	Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.																														
6.3.1.4.	<p>Fees & Facilities to the Members of the ESC</p> <p>The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:</p> <table><tr><th>S. No.</th><th>Fees/ Facility</th><th>Entitlement</th></tr><tr><td>1</td><td>Fees</td><td>Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.</td></tr><tr><td>2</td><td>Secretarial expenses</td><td>Rs. 10,000 lump sum (to 1 member only).</td></tr><tr><td>3</td><td>Transportation in the city of the meeting</td><td>Car as per entitlement or Rs. 2,000 per day</td></tr><tr><td>4</td><td>Venue for meeting</td><td>Employer's conference rooms</td></tr><tr><td colspan="3">Facilities to be provided to the out-stationed member</td></tr><tr><td>5</td><td>Travel from the city of residence to the city of meeting</td><td>As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.</td></tr><tr><td>6</td><td>Transport to and fro airport/ railway station in the city of residence</td><td>Car as per entitlement or Rs. 3,000</td></tr><tr><td>7</td><td>Stay for out stationed members</td><td>As per entitlement of Independent Directors.</td></tr><tr><td>8</td><td>Transport in the city of meeting</td><td>Car as per entitlement or Rs. 2000 per day</td></tr></table> <p>Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the</p>	S. No.	Fees/ Facility	Entitlement	1	Fees	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per Conciliator.	2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).	3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day	4	Venue for meeting	Employer's conference rooms	Facilities to be provided to the out-stationed member			5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000	7	Stay for out stationed members	As per entitlement of Independent Directors.	8	Transport in the city of meeting	Car as per entitlement or Rs. 2000 per day
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<p>6.3.1.5.</p> <p>6.3.1.6.</p> <p>6.3.2.</p>	<p>expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.</p> <p>If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.</p> <p>Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</p> <p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p> <p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</p> <p>Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}</p> <p>If the parties fail to resolve such a dispute or difference by mutual consultation and/or through Mediation (if applicable) within a period specified at Cl. 6.1, 6.2, above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p>
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<p>6.3.2.1.</p> <p>6.3.2.1.1.</p> <p>6.3.2.1.2.</p> <p>6.3.2.1.3.</p> <p>6.3.2.2.</p> <p>6.3.2.2.1.</p> <p>6.3.2.2.2.</p>	<p>Invitation for Conciliation through CCIE:</p> <p>A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and/or through Mediation (if applicable) within a period as specified at Cl. 6.1, 6.2 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.</p> <p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p> <p>If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.</p> <p>Conciliation Committee of Independent Experts:</p> <p>Where Invitation for Conciliation has been consented to under GCC sub clause 6.3.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.</p> <p>Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.</p> <p>The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA).</p> <p>There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.</p>
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<p>6.3.2.3.</p> <p>6.3.2.3.1.</p> <p>6.3.2.3.2.</p> <p>6.3.2.3.3.</p> <p>6.3.2.3.4.</p> <p>6.3.2.3.5.</p> <p>6.3.2.3.6.</p> <p>6.3.2.4.</p>	<p>Proceedings before CCIE:</p> <p>The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers.</p> <p>The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.</p> <p>The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.</p> <p>The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.</p> <p>The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.</p> <p>The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.</p> <p>Fees & Facilities to the Members of the CCIE</p> <p>Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding.</p> <p>In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of</p>
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6.3.2.5.	<p>fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</p> <p>All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.</p> <p>The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.</p> <p>The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.</p> <p>In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</p> <p>After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</p>
6.3.2.6.	<p>Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.</p> <p>The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—</p> <p>a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;</p>
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<p>6.4.</p> <p>6.4.1.</p>	<p>b) admissions made by the other party in the course of the Conciliation proceedings;</p> <p>c) proposals made by the Conciliator; and</p> <p>d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.</p> <p>Arbitration</p> <p>If the process of mutual consultation and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GCC Sub-Clauses 6.1, 6.2, 6.3, above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores.</p> <p>If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee</p> <p>In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable law other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.</p> <p>The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.</p> <p>The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.</p> <p>The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall</p>
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6.4.2.	<p>not invoke arbitration later on after expiry of the said period of six months.</p> <p>In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 6.4.1, shall be finally settled by arbitration.</p>
6.4.3.	<p>It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.</p> <p>Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:</p> <p>(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.</p> <p>(b) EMPLOYER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Contractor for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER.</p> <p>(c) CMD/ Chairman of Employer shall appoint the sole arbitrator from among the two names short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by EMPLOYER.</p> <p>In case, the contractor fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Employer or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER, CMD/ Chairman of Employer shall appoint the sole arbitrator from among the four names sent to the contractor earlier.</p> <p>(d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.</p> <p>(e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act,</p>
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6.4.4.	<p>1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.</p> <p>(f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:</p> <ul style="list-style-type: none"> (i) 40% of the fees if the Pleadings are complete. (ii) 60% of the fees if the Hearing has commenced. (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed. <p>(g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:</p> <ul style="list-style-type: none"> (i) 40 % of the fees on Completion of Pleadings. (ii) 40% of the fees on Conclusion of the Final Hearing. (iii) 20% at the time when arbitrator notifies the date of final award. <p>(h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.</p> <p>(i) The Arbitration shall be held at Delhi only.</p> <p>(j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p>(k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated</p>
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6.5.	<p>22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.</p> <p>The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation as brought out at GCC Sub Clause 6.1 above.</p> <p>Notwithstanding any reference to the Mediation or Conciliation or Arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p>(b) the Employer shall pay the Contractor any monies due to the Contractor.</p> <p>Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p>
7.0	<p>Order of Precedence</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Letter of Award/ Purchase Order/ Letter of Intent/Contract Agreement along with its annexures. Amendment to Bidding Documents Technical Specifications & Scope of Work & Field Quality Assurance plan, if any General Purchase Conditions The Bid and BOQ submitted by the Supplier Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents</p>
8.0	<p>SCOPE</p>
8.1	<p>The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the bidding documents herewith</p>
8.2	<p>The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p>
8.3	<p>The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no</p>
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9.0	applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.		
	DELIVERY SCHEDULE		
	The delivery Period shall commence from date of the Letter of Award/Purchase Order.		
	The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as mentioned at Clause 6.0 of Technical specifications of the bidding documents.		
10.0	CONTRACTOR’S RESPONSIBILITIES		
10.1	The Contractor shall supply biomass at APCPL Power Plant with due care and diligence in accordance with the Contract.		
10.2	The Contractor shall confirm that it has entered into this Contract on the basis of a proper examination of the data relating to the Supplies provided by the Owner, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Supplies as at the date seven days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Supplies.		
10.3	The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract. The Contractor shall acquire all other permits, approvals and/or licenses hereof and that are necessary for the performance of the Contract.		
10.4	The Contractor shall comply with all laws in force, including in the country where the Biomass s Supplies are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.		
10.5	Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GPC Clause 3.13 (Country of Origin).		
10.6	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.		
10.7	Passage of Title:		
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<p data-bbox="256 321 310 346">11.0</p> <p data-bbox="256 510 310 535">12.0</p> <p data-bbox="256 884 310 909">13.0</p> <p data-bbox="256 1010 310 1035">14.0</p> <p data-bbox="256 1732 310 1757">15.0</p>	<p data-bbox="430 226 1377 285">The title of shipment shall pass on from Contractor to owner shall takes place at APCPL site upon receipt of biomass.</p> <p data-bbox="430 321 862 346">AUTHORISED REPRESENTATIVE</p> <p data-bbox="430 384 1377 476">Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.</p> <p data-bbox="430 510 561 535">PACKING</p> <p data-bbox="430 573 1377 665">The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p data-bbox="430 699 1377 758">The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p data-bbox="430 791 1377 850">All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p> <p data-bbox="430 884 740 909">MODE OF TRANSPORT</p> <p data-bbox="430 947 818 972">As per Technical Specifications</p> <p data-bbox="430 1010 561 1035">PATENTS</p> <p data-bbox="430 1056 1377 1178">All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p data-bbox="430 1211 1377 1409">The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p data-bbox="430 1442 1377 1581">The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.</p> <p data-bbox="430 1614 1377 1698">The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.</p> <p data-bbox="430 1732 683 1757">INDEMNIFICATION</p> <p data-bbox="430 1791 1377 1904">The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p>
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	<p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.</p>
16.0	CONTRACT PRICE
16.1	The Contract Price shall be as specified in the LOA/ Purchase Order.
17.0	TAXES AND DUTIES
17.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
17.2	The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
17.3	For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
17.4	The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Techno-Commercial Bid Submission.
17.5	The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
17.6	In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
17.7	Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
17.8	The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
17.9	The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law.
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	In the event of any default, Supplier shall be liable to pay the amount which may be imposed on APCPL due to such default.		
17.10	Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.		
17.11	The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable. a If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change to fully take into account such change pertaining to GST on FOR Price and GST Compensation Cess by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GPC Clause 24 (Change in Laws and Regulations) hereof. However, these adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.		
17.12	The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill		
17.13	The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.		
17.14	The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.		
17.15	The Employer will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.		
17.16	ENTRY TAX: Subsumed in GST.		
17.17	Under GST regime, party is eligible for input tax credit (ITC) on supply of goods which is to be taken into account while submitting their bid price. Contractor is solely responsible to get such ITC from the concerned authorities. APCPL shall have no role in availing such benefits.		
18.0	COMMENCEMENT/ COMPLETION AND MODIFICATION OF CONTRACT		
18.1	Effectiveness of Contract: The Contract shall come into force with effect from the date of award.		
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18.2	<p>Contract Period:</p> <p>Notwithstanding anything to contrary contained in the Contract, a Bidder shall offer to supply of biomass as stipulated in Technical specifications of the bidding documents. Contract Period shall be as specified in the SCC.</p>
18.3	<p>Modification:</p> <p>Modification of the terms and conditions of the Contract, including any modification of the Scope of work or of the Contract Price may only be made by written Agreement between the parties.</p>
19.0	PAYMENTS TO THE CONTRACTOR
19.1	<p>Payment will be made to the account of the Contractor according to the payment terms stated here-in-after, based on the certification of Engineer-in-Charge at APCPL site. APCPL site shall process the payments after the conditions listed for such payment have been met, and the Contractor has submitted an invoice to APCPL specifying the amount due.</p> <p>In case of payments to Consortium, APCPL may release payment to the Leader and/or to any of the Consortium Partner (s) duly authenticated by the Leader. However, the above is without any additional liability of whatsoever nature to APCPL, in case of award of contract to a Consortium.</p> <p>Further, Successful Bidder/Consortium shall be required to comply with the requirements as laid down by RBI/Government of India from time to time, including for receiving the payments.</p>
19.2	<p>All supply payments, including transportation, Insurance, taxes and duties (wherever admissible) etc. shall be made direct to the Contractor by the Employer .Bidder shall furnish the details of Bank Account in a prescribed format (along with the Bid in order to facilitate the owner to release payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the Bidder shall immediately inform the APCPL. The Bidder shall hold APCPL harmless and APCPL shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on the account of any error in the information or change in bank details provided to the APCPL in the prescribed form without intimation to APCPL duly acknowledged.</p>
19.3	<p>Payment shall be released on submission of invoice in quadruplicate along with supporting documents to IGSTPP, verifiable by IGSTPP. Payment shall be released within fifteen (15) working days of receipt of invoice complete in all respect with supporting documents pursuant to the Contract.</p>
20.0	PAYMENT TERMS
20.1	<p>As mentioned in Technical Specification/Special Conditions of Contract</p>
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20.2	<p data-bbox="428 205 854 237">Price Adjustment - Not Applicable</p> <p data-bbox="428 302 1380 491">Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses 20.1, 20.2 and 20.3 of GPC. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment.</p> <p data-bbox="428 525 1362 585">Wherever technically feasible, such payments shall be made electronically only as per details of Bank account indicated in the Contract.</p> <p data-bbox="428 619 1364 680">The payment shall be processed by Engr-in-Charge (EIC). The bills are to be submitted to EIC.</p> <p data-bbox="428 714 1369 814">All the relevant payments due as per the contract shall be released to the Contractor on production of documentary evidence such as LR copy/ e-way bill/ toll tax receipts etc, to ensure that Biomass s have been</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)		
<p>21.0</p> <p>22.0</p> <p>23.0</p> <p>24.0</p> <p>25.0</p>	<p>TAX DEDUCTION AT SOURCE</p> <p>Tax deduction at source shall be governed as per prevailing rules.</p> <p>PRICE ADJUSTMENT FOR GCV VARIATION</p> <p>As mentioned in Special Conditions of Contract (SCC)</p> <p>QUANTITY ADJUSTMENT</p> <p>As mentioned in Special Conditions of Contract (SCC), if any</p> <p>CHANGE IN LAWS AND REGULATIONS</p> <p>If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the supply period, the Contract Price shall be correspondingly increased or decreased, and/or the supply period shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.</p> <p>No breach of contract</p> <p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable</p>		
Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193	<table border="1"> <tr> <td data-bbox="933 1923 1187 2018">VOLUME-III (GPC)</td> <td data-bbox="1187 1923 1391 2018">PAGE 26 of 36</td> </tr> </table>	VOLUME-III (GPC)	PAGE 26 of 36
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p data-bbox="256 369 310 394">26.0</p>	<p data-bbox="467 195 1349 254">alternative measures in order to carry out the terms and conditions of this Contract and</p> <p data-bbox="427 275 1349 333">(b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p data-bbox="431 369 672 394">FORCE MAJEURE</p> <p data-bbox="431 415 1349 600">Force Majeure is herein defined as any cause which is beyond the control of either party of the Agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Party) of its obligation under the Agreement such as but not limited to:</p> <ul style="list-style-type: none"> <li data-bbox="451 636 1373 695">a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone; <li data-bbox="451 737 1373 829">b) Acts of any Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes; <li data-bbox="451 835 1373 894">c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection; <li data-bbox="451 930 764 955">d) Strikes and lock outs. <p data-bbox="451 993 669 1018">Burden of Proof:</p> <p data-bbox="451 1060 1373 1119">The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming the Force Majeure event.</p> <p data-bbox="451 1161 1373 1253">If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the agreement, in which case, neither party shall have the right to claim eventual damages.</p> <p data-bbox="451 1289 1373 1675">The party, which is unable to fulfill its obligations under this agreement, shall within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of Contractors or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. The Contractor who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.</p> <p data-bbox="256 1745 310 1770">27.0</p> <p data-bbox="451 1745 1094 1770">HANDLING OF DOCUMENTS / CONFIDENTIALITY</p> <p data-bbox="256 1808 310 1833">27.1</p> <p data-bbox="451 1808 1373 1900">The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the</p>
<p data-bbox="235 1938 899 2013">Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193</p>	<p data-bbox="976 1948 1146 1974">VOLUME-III (GPC)</p> <p data-bbox="1260 1938 1333 1984">PAGE 27 of 36</p>

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
	<p>other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.</p>
27.2	<p>The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the Supplies of biomass s. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than Supplies of biomass s as are required for the performance of the Contract.</p>
27.3	<p>The obligation of a party under GPC Sub-Clauses 27.1 and 27.2 above, however, shall not apply to that information which</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of that party (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
27.4	<p>The above provisions of this GPC Clause 27 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.</p>
27.5	<p>The provisions of this GPC Clause 27 shall survive termination, for whatever reason, of the Contract.</p> <p>The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this engagement are fully aware that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.</p>
28.0	<p>CONTRACT PERFORMANCE GAURANTEEE</p> <p>Performance Bank Guarantee (PBG) of 10% (Ten Percent) of Contract price to be submitted by successful bidder to EMPLOYER within 28 days from the date of issue of Letter of Award as per Format provided by EMPLOYER. The PBG should be valid for a period of 180 days beyond the completion period.</p> <p>Alternatively, 25% of total Security deposit shall be submitted as initial Security deposit within 30 days of LOA and the remaining amount of security deposit shall be collected by deduction of 10% in each bill till the total security deposit is collected.</p> <p>The Successful bidder(s) shall furnish the Performance Bank Guarantee to APCPL as per format of Bidding Documents</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
	<p>inclusive of estimated Taxes & Duties as applicable, CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> - A crossed Demand Draft / Bankers cheque drawn in favour of APCPL Payable at Jharli - An irrevocable Bank Guarantee as per the APCPL standard format from any Nationalized bank / Scheduled Bank as acceptable to APCPL from any of the Banks listed in the bidding documents. <p>The Performance Bank Guarantee shall be valid till three months beyond the expiry of Contract and shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respect of the contract.</p> <p>Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.</p> <p>The Bank guarantee submitted from within India towards, Contract Performance Security, shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>Employer's name and address for the purpose of BG may be taken as mentioned in IFB under address for Communication in IFB.</p> <p>In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.</p> <p>The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is being issued.</p> <p>The name and designation of the Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the B.G.</p> <p>Each page of the BG should be duly signed/ initialed by the executants and Stamp of the Bank is affixed thereon. The last page of BG should be signed with full particulars including the name of authorized signatory, full postal addresses, telephone number, fax number etc. under the seal of the Bank as required as per the prescribed proforma in the Bid documents.</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
	<p>Confirmation of BGs through Structured Financial Messaging System (SFMS) While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided herein below</p> <p style="text-align: center;">Bank Account No: 0035009800000027 Location: BAHADURGARH, HARYANA Bank: PUNJAB NATIONAL BANK Branch: RAILWAY ROAD IFSC Code : PUNB0003500 MICR Code : 110024204 Type of A/c : CC</p> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.</p> <p>Extension of BG should also be on Stamp paper of same value as that of the original BG and minimum extension of any BG should be three months.</p> <p>In case of Consortium, in the event of award to the Successful bidder, Performance Bank Guarantee, shall be in the name of all the Partners of the Consortium.</p> <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>29.0 SUSPENSION OF OBLIGATIONS</p> <p>The obligation stipulated in the bidding documents can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 26.0 or as the result of an Agreement between the parties. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Contract/Agreement.</p> <p>30.0 NO WAIVER OF RIGHTS</p> <p>Neither the inspection by APCPL or any of their agents nor any order by APCPL for payment of money or any payment for or acceptance of, the whole or any part of the Works by APCPL, nor any extension of time, nor any possession taken by APCPL shall operate as a waiver of any provision of the Contract, or of any power reserved to APCPL, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.</p> <p>31.0 CERTIFICATE NOT TO AFFECT RIGHT OF APCPL AND LIABILITY OF CONTRACTOR</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p data-bbox="256 520 310 548">32.0</p> <p data-bbox="256 936 310 963">33.0</p> <p data-bbox="256 1226 310 1253">34.0</p>	<p data-bbox="451 197 1380 485">Neither the payment made by APCPL nor any extension of time for execution of the Works granted by APCPL shall affect or prejudice the rights of APCPL against the Successful Bidder or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which they are bound to indemnify APCPL, nor the acceptance by them of any sum paid affect or prejudice the rights of the Contractor against APCPL.</p> <p data-bbox="435 520 919 548">GRAFTS, COMMISSIONS, GIFTS ETC</p> <p data-bbox="435 583 1380 871">Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or their partner, agent, officers, director, employee or servant or any one on their behalf in relation to the obtaining or to the execution of this or any other Contract with APCPL, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to APCPL resulting from any cancellation. APCPL shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.</p> <p data-bbox="435 936 795 963">ENFORCEMENT OF TERMS</p> <p data-bbox="435 999 1380 1192">The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.</p> <p data-bbox="435 1226 776 1253">LIMITATION OF LIABILITY</p> <p data-bbox="435 1289 1159 1316">Except in cases of criminal negligence or willful misconduct,</p> <p data-bbox="443 1352 1380 1871"> (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. (c) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'. </p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)		
34.1	NO CLAIM FOR INTEREST OR DAMAGE		
34.1.1	INTEREST ON MONEY DUE TO THE CONTRACTOR: Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.		
34.1.2	NO CLAIM FOR INTEREST OR DAMAGE: No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.		
35.0	TERMINATION In addition to provisions specified elsewhere in the bidding document,.The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below : (a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; (b) if the Supplier becomes insolvent or bankrupt; (c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or (d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer. (e) if the Employer, at its sole discretion, decides to terminate this Contract.		
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	<p>(f) If the Contractor, sub-contracts any part of the works in violation of the provision of ITB Clause 50.0.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/ supplies executed by the Supplier/ Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p> <p>Delivery schedule already finalized and intimated to the Contractor shall not be terminated. The owner shall not be liable to the Contractor for any loss, costs, damages or expenses on account of termination of the Contract</p> <p>36.0 DEFENSE OF SUITS</p> <p>If any action in court is brought against for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or any damage or injury caused by the alleged omission or negligence on the part of the Contractor, their employees, the Contractor shall in all such cases indemnify and keep APCPL or their representatives, harmless from all losses, damages, expenses or decrees arising of such action.</p> <p>37.0 JURISDICTION</p> <p>The courts in Jhajjar, Haryana shall have the exclusive jurisdiction in matters arising under the Contract.</p> <p>38.0 ASSIGNMENT</p> <p>The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p> <p>39.0 DEFAULT / RISK PURCHASE:</p> <p>The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part (at the option of the Owner) if:</p> <p>39.1 The Seller fails to deliver any or all of the goods within the time period(s) specified in the Contract or any extension thereof granted by the Owner; or(b) the Seller fails to perform any other obligation(s) under the Contract.</p> <p>39.2 In the event the Owner terminates the contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, biomass s supplies of similar specifications and the bidder shall be liable to the Owner for any excess costs for such similar</p>		
Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar		VOLUME-III (GPC)	PAGE 33 of 36

CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)		
39.3	<p>biomass s. However, the bidder shall continue performance of the Contract to the extent not terminated.</p> <p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, APCPL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, APCPL shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p> <p>The aforementioned right of termination shall be without prejudice to any other rights and remedies that the Owner has under the Contract or in law including but not limited to claiming liquidated damages on account of delay in delivery of biomass s to the Destination site. Further any termination of the Contract shall be without prejudice to any rights and remedies that have accrued prior to the termination of the Contract.</p>		
	40.0		
	<p>COMPLIANCE WITH GOVERNMENT ORDERS</p> <p>The biomass s supply under the Contract, is meant for the purpose of generation of power at APCPL power Plants. The Contractor shall ensure compliance of all regulations/ conventions/ policies/ guidelines/ orders etc. of Govt. of India/State in force related to any or all of the activities covered in insurance, clearing, handling & forwarding, and insurance etc.</p> <p>In case of any modifications in any of the provisions in respect of supply of biomass s, during the currency of the contract, the same shall become applicable and binding on Contractor and APCPL with immediate effect.</p>		
	41.0		
	<p>INSPECTION AND TESTS</p> <p>All materials shall be inspected as per provisions of Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p>		
42.0			
<p>REMOVAL OF REJECTED GOODS AND REPLACEMENT</p> <p>a) If upon delivery, whether inspected and approved earlier or otherwise, the biomass s supplies is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>			
43.0			
<p>LIQUIDATED DAMAGES (LD)</p> <p>As mentioned in Special Conditions of Contract (SCC).</p>			
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p>44.0</p> <p>45.0</p> <p>46.0</p> <p>47.0</p> <p>48.0</p>	<p>DIVERSION OF SUPPLIES -</p> <p>Not applicable</p> <p>Not used.</p> <p>Not used</p> <p>CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM</p> <p>The Owner has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders for two years:</p> <ul style="list-style-type: none"> • Financial Status • Contract Execution Capability • Claims & Disputes <p>On completion of above ineligibility period, the Contractor would be required to submit a request to APCPL for participating in future tenders specifying the measures taken to improve their performance. On receipt of such request, the performance of the Contractor shall be assessed/re-evaluated by APCPL and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders'.</p> <p>WITHHOLDING/BANNING</p>
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CLAUSE NO.	GENERAL PURCHASE CONDITIONS (GPC)
<p data-bbox="256 390 310 415">49.0</p> <p data-bbox="256 846 310 871">50.0</p>	<p data-bbox="435 195 1380 352">The Employer has in place a Policy for withholding and Banning of Business Dealings which may be referred from APCPL website (https://www.apcpl.co.in). Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under any of the grounds as detailed in the said Withholding and Banning Policy.”</p> <p data-bbox="435 390 704 415">SUB-CONTRACTING</p> <p data-bbox="435 453 1380 548">The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such contractor is registered with the competent Authority.</p> <p data-bbox="435 585 1380 806">The Competent Authority for the purpose of registration shall be as mentioned in Annexure-II to GPC. However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p data-bbox="435 846 824 871">FRAUD PREVENTION POLICY</p> <p data-bbox="435 909 1380 1226">The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its website https://www.apcpl.co.in/tenders.aspx. The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
<p data-bbox="235 1934 902 2013">Procurement of Biomass/Agro-Residue on FOR Power stationbasis for IGSTPP, Jharli-Jhajjar Bid Doc. No. APCPL/NVVN/C&M/RE-193</p>	<p data-bbox="976 1948 1146 1974">VOLUME-III (GPC)</p> <p data-bbox="1260 1934 1333 1986">PAGE 36 of 36</p>

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Ministry of Finance
Department of Expenditure
Public Procurement Division

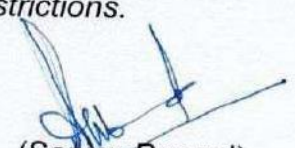
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

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

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

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


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

To,

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

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

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

Order (Public Procurement No. 1)

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

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

Requirement of registration

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

Transitional cases

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

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

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

Incorporation in tender conditions

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

Applicability

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

Definitions

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

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

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

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

Explanation—

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

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

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

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

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

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

Sub-contracting in works contracts

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

Certificate regarding compliance

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

Validity of registration

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

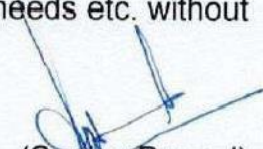
Government E-Marketplace

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

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Model Clauses/ Certificates

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


(Sanjay Prasad)
Joint Secretary (PPD)
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To

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

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Annex I: Competent Authority and Procedure for Registration

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

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

[*Note:

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

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Annex II: Special Cases

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

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

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

Model Clauses for Tenders

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

Explanation—

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

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

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

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

Model Certificate for Tenders

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

"/s/

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

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

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

Model Certificate for GeM:

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

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

161, North Block
New Delhi
23rd July, 2020

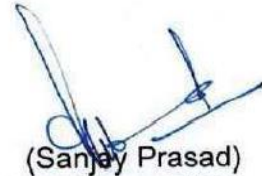
Order (Public Procurement No. 2)

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

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

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

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



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Joint Secretary (PPD)
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To,

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

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

Shram Shakti Bhawan, Rafi Marg
 New Delhi, the 22nd March, 2022

OFFICE MEMORANDUM

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

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

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

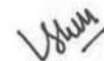
3. Based on the recommendations of the Search-cum-Selection Committee, following three nos. of Conciliation Committee of Independent Experts are hereby constituted for settlement of contractual disputes in contracts of CPSUs / Statutory Bodies under Ministry of Power executing power projects:-

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

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

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

Encl: as above.



(Vikrant S. Dhillon)
 Deputy Director

Email: hydro2-mop@gov.in

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