

NTPC TAMILNADU ENERGY COMPANY LTD.

(A Joint Venture of NTPC Ltd. & TNEB)

Vallur Thermal Power Project

Site Office: Vallur Thermal Power Project, Kuruvimedu Village,
Ponneri Taluk , Vellivayal Chavadi Post , Thiruvallur District,
Chennai – 600103. Phone: 9445030152, Fax: 044-27966033

PURCHASE ENQUIRY

Purchase Enquiry No. 1900E30357

Date: 16-03-2020

- 1.0** NTECL invites online bids on Single Stage Two Envelope bidding basis (Envelope-1: Techno-Commercial Proposal & Envelope-2: Price Proposal) from eligible bidders for Procurement of “**Membranes for RO Stage - I in Desalination Plant**”, as per the Scope of work briefly mentioned hereinafter.
- 2.0** Brief Scope of Work & other Specific details:
- 3.0** Detailed specifications, scope of work and terms & conditions are given in the bidding documents and can be viewed in our Online Tender Portal <https://etenders.gov.in/e procure/app>
- 4.0** Brief Details:

Document down load Commencement Date & Time	As per e-bid
Source IFB/ NIT	NTECL CHENNAI
Contract Classification	Supply Contract
Last Date and Time for Bid Submission	As per e-bid
Techno Commercial Opening Date & Time	As per e-bid
Last date for clarification	As per e-bid
Cost of Bidding Document in INR	INR 1197/-
EMD in INR	INR 10,00,000/- (OR) USD 15,835/-

As per provisions of bidding documents, the bidders shall submit “Techno-Commercial Proposal” and “Price Proposal” online (<https://etenders.gov.in/e procure/app>), within the bid submission date and time as mentioned above. Only Techno-Commercial proposals will be opened on the date and time mentioned in the GePNIC Website.

- 5.0** The date of opening of Price Proposal shall be intimated separately by NTECL after completion of evaluation of Techno-Commercial Proposal.
- 6.0** Bid Security (EMD), Tender Fee, Deed of Joint Undertaking if applicable shall be submitted in a sealed envelope separately offline by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security (EMD), Tender Fee shall be treated as non-responsive by the employer and shall not be opened. All credentials, filled up formats & supporting documents as asked by NTECL are to be given online as attachments with the bid.

- 7.0** Any document submitted by the agency in hard copy other than the documents mentioned at Para 6.0 above, will not be considered. In spite of this condition, if any document is submitted by the agency in hard copy other than the documents mentioned at Para 6.0 above before bid opening shall be ignored and the offer submitted through the e-tendering shall be binding on the agency.
- 8.0** Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by 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.

The above benefits to MSEs are meant for procurement of only goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy and not eligible for Benefits to MSEs. Also, benefits under Public Procurement Policy for MSEs shall not be extended in Works Contract.

The bidders are requested to send Tender Fee/ MSE/ NSIC/ Udyog Aadhar certificate and EMD, Power of Attorney well in advance to the address mentioned at 16.0 so as to reach before the scheduled bid submission end date and MSE's should upload MSE/ NSIC/ Udyog Aadhar certificate in Fee cover in GePNIC, failing which the bid shall be liable for rejection.

- 9.0** EMD / Tender Fee can also be submitted through wire transfer. The details to facilitate remittance of EMD / Tender Fee through wire transfer is given below:

Beneficiary Account name: NTPC Tamilnadu Energy Company Ltd.

Bank: Corporation Bank

Bank Branch: Nungambakkam Branch, Chennai-600034

Bank/Branch IFSC Code CORP0000577

Beneficiary's Account number: 510341000000563

Bank Charges to Remitter

While carrying out online transfer, bidders shall ensure to enter " EMD - Tender No - Vendor Name" in the Text / Remarks / Reason field.

Bidder shall intimate the details of the same through email to concerned C&M dept. and also uploaded the details in the "FEE / SCANNED COPY OF EMD" folder in GePNIC in the following format.

Declaration for EMD / Tender Fee Deposit

Tender No. :

Vendor name :

UTR Reference :

Amount :

Date of Transfer :

Transferor Bank :

- 10.0** A complete set of Bidding Documents may be downloaded by any interested Bidder at our E Tender Site (<https://etenders.gov.in/eprocure/app>). For logging on to the E Tender Site, the bidder would require to create user ID and Password as per the Bidder's Manual Kit provided in the aforementioned web site. The payment (non-refundable) of the cost of the documents as mentioned above in the form of a crossed account payee demand draft in favour of

NTECL, Payable at Chennai shall be submitted in a sealed envelope separately offline by the stipulated bid submission closing date and time at the address given below.

11.0 Qualifying Requirements:

Technical & Financial Criteria

A	<p>i) The bidder should be a manufacturer (OR) Authorized Dealer /Distributor of the manufacturer of Sea Water Reverse Osmosis (SWRO) membranes of diameter 8 inch & above and length 40 inch & above</p> <p>Dealer/Distributor should be specifically authorized by the manufacturer for participating in this bid.</p> <p>ii) The Bidder should submit the certificate from the end user for satisfactory operation for minimum 3 years, for the SWRO membranes of diameter 8 inch & above and length 40 inch & above, along with PO copy.</p>
B	<p>The bidder in the preceding seven years prior to the date of techno – commercial bid opening should have supplied Sea Water Reverse Osmosis (SWRO) membranes to any Industry / Organisation ,with</p>
(i)	<p>Single (01) order , of executed value not less than Rs. 419.43 lakhs ## (Rupees four hundred nineteen lakhs and forty three thousand)</p>
(OR)	
(ii)	<p>Two (02) orders, each of executed value not less than Rs. 262.14 lakhs ## (Rupees two hundred sixty two lakhs and fourteen thousand)</p>
(OR)	
(iii)	<p>Three (03) orders , each of executed value not less than Rs.209.71 lakhs ## (Rupees two hundred nine lakhs seventy one thousand)</p> <p>Note : ## in INR(Rs.) or equivalent amount on foreign currency (for conversion of foreign currency to INR(Rs.) prevailing exchange rates as on the date of orders shall be considered).</p>
C	<p>The average annual turnover of the bidder in the preceding three (03) financial years as on the date of techno – commercial bid opening, shall not be less than Rs.524.29 lakhs (Rupees five hundred twenty four lakhs and twenty nine thousand) or equivalent amount in foreign currency (for conversion of foreign currency to INR (Rs.) prevailing exchange rates as on the date of each annual financial results shall be considered).</p> <p><u>Notes:</u></p> <p>i) Other income shall not be considered for arriving at annual turnover.</p> <p>ii) In case where audited results for the last financial year as on the date of techno commercial bid opening are not available , the financial results certified by a practicing Chartered Accountants shall be considered acceptable. In case, the bidder is not able to submit the certificate from Practicing Chartered Accountants certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountants certifying the financial parameters is not available.</p>

D	Domestic bidders should have GSTIN number issued by concerned authorities.
---	--

Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) 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/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated above.

12.0 NTECL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

13.0 Issuance of Bidding Documents to any bidder shall not construe that bidder is considered qualified.

14.0 Participation in the tender does not automatically mean that the bidders are considered qualified. NTECL shall evaluate the qualifying requirements of each bidder as per NIT after opening of Technical Commercial bids and the bids of the bidder who is not meeting the qualifying requirement shall be treated as non-responsive.

15.0 Address for Communication:

Address for Communication	AGM (C&M) NTPC Tamilnadu Energy Company Limited Vallur Thermal Power Project, Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post , Thiruvallur District, Chennai - 600103. Phone: 9445030152, Fax: 044-27966033	
Contact Persons	S.Kishore Kumar Dy.Manager (C&M), NTECL Mob. No.- 9445030152 email: skkumar01@ntpc.co.in	Rajit Chandrasekharan DGM (C&M), NTECL Mob. No.- 9445030152 email: rajitc@ntpc.co.in

Enclosures :

1. Detailed NIT
2. Instructions to Bidders
3. Bill of Materials
4. Technical Specifications
5. Special Purchase Conditions
6. Special Conditions
7. Information for Bidders
8. Information to be Furnished by Bidders
9. General Purchase Conditions
10. Annexures
11. NTECL's Policy for withholding / banning of business dealings
12. Fraud Prevention Policy
13. Bank Guarantee Format with check list and list of banks

INSTRUCTIONS TO BIDDERS

Sl. no	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits To MSEs
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Document s Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Bid Security / Earnest Money Deposit (EMD)
15	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT
16	Ineligibility For Future Tenders
17	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
18	Nil Deviation
19	Format and Signing of Bid
20	Submission of Bids
20.1	Physical bid
20.1.1	Earnest Money Deposit etc.
20.2	on-line
20.2.1	Techno-Commercial Bid
20.2.2	Price Bid
21.0	Deadline for Submission of Bids
22.0	Modification and Withdrawal of Bids
23.0	Opening of Bids
24	Clarification on Bids
25	Preliminary examination of Techno commercial bids
26	Qualification
27	Evaluation of Techno Commercial bids
28	Preliminary Examination of Price bid
29	Discrepancies In Bid
30	Evaluation Criteria
31	Evaluation Of Bids
32	Contacting The Employer
33	Employer's Right To Accept Any Bid And To Reject Any Or All Bids
34	Award Criteria
35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Banning Policy
40	Integrity pact
41	Indian Agents

1.0	NTECL (NTPC TAMILNADU ENERGY COMPANY Ltd.,) (A Joint Venture of NTPC Ltd., & TANGEDCO) referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods and related Services as per specifications, Scope of Work as detailed in the Bidding documents.																			
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.																		
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" data-bbox="582 705 1460 1160"> <tr> <td>NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>1</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>2</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>3</td> <td>Process & Procedures for Reverse Auction(if applicable)</td> </tr> <tr> <td>4</td> <td>Standard formats & Check lists/Annexures etc.</td> </tr> <tr> <td>5</td> <td>Special Purchase Conditions (SPC) & Special Instructions to Bidders</td> </tr> <tr> <td>6</td> <td>Special Purchase Conditions for Reverse Auction (if applicable)</td> </tr> <tr> <td>7</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>8</td> <td>Bill of Quantity (BOQ)</td> </tr> </table> <p>The Bidder is 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.</p> <p>In case of Open Tender, Bidding Documents can be downloaded from the NTPC/NTECL procurement website. However, the payment towards cost of Bidding Documents is to be made along with the Earnest Money Deposit separately.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	1	Instruction to bidder (ITB)	2	General Purchase Conditions (GPC)	3	Process & Procedures for Reverse Auction(if applicable)	4	Standard formats & Check lists/Annexures etc.	5	Special Purchase Conditions (SPC) & Special Instructions to Bidders	6	Special Purchase Conditions for Reverse Auction (if applicable)	7	Technical specifications & Scope of work	8	Bill of Quantity (BOQ)
NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)																			
1	Instruction to bidder (ITB)																			
2	General Purchase Conditions (GPC)																			
3	Process & Procedures for Reverse Auction(if applicable)																			
4	Standard formats & Check lists/Annexures etc.																			
5	Special Purchase Conditions (SPC) & Special Instructions to Bidders																			
6	Special Purchase Conditions for Reverse Auction (if applicable)																			
7	Technical specifications & Scope of work																			
8	Bill of Quantity (BOQ)																			
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by 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.</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 “Policy is meant for procurement of goods produced and services rendered by MSEs.</p>																		

		<p>However, traders are excluded from the purview of Public Procurement Policy.”</p> <p>MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc., failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>Note: <i>Generally, in tenders having Itemise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Päckagewise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.</i></p>
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, 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.</p> <p>The corrigenda/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments 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 advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in

		English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Tender Fee, if applicable (b) Earnest Money Deposit, if applicable (c) Authority/Power of Attorney to sign the bid (d) Acceptance of General Technical Evaluation, if applicable (e) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) (f) Conformity to the Technical Specifications & Scope of Work (g) EFT Form, Registration details etc. (h) Priced Bill of Quantity (BOQ) (i) Any other details required in the Bid Document
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc., Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis stipulated in the SPC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	Earnest Money Deposit /Bid Security (EMD)	
	14.1	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) in a sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.
	14.2	The Earnest Money Deposit (EMD) shall, at Bidders option, be in the

		<p>form of</p> <ol style="list-style-type: none"> 1) Demand draft drawn in favour of NTECL Ltd. Payable at Chennai <p>OR</p> <ol style="list-style-type: none"> 2) Banker's cheque drawn in favour of NTECL Ltd. Payable at Chennai <p>OR</p> <ol style="list-style-type: none"> 3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than Rs.20,000/- (Rupees Twenty thousand only) <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p>
	14.3	<p>The EMD (in case submitted by way of DD/BC/BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case acceptable EMD is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p>
	14.4	<p>In case of Two Stage bidding process, the EMD (in case of Stage-I (Techno-Commercial Bid) and extension of EMD (in case of Stage-II (Price Bid) shall be furnished in a sealed envelope.</p>
	14.5	<p>Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite EMD extension (in case EMD submitted by way of BG) in a sealed envelope shall be rejected by the Employer as being non-responsive and the online Bid shall be rejected by EMPLOYER and off-line bid returned to the Bidders.</p>
	14.6	<p>In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.</p> <p>In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation of report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/ negotiation/annulment.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.</p>

	14.7	The Earnest Money Deposit of the successful Bidder to whom the Purchase Order/Contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.
	14.8	<p>The EMD may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub Clause 28.0;</p> <p>c) If any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents;</p> <p>d) In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award /Purchase Order/Service Order.</p> <p>e) In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA</p> <p>f) If the bidder / his representative commit any fraud while competing for this Purchase Order/contract pursuant to Fraud Prevention Policy of NTECL.</p>
15.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>NTECL Limited.</p> <p>Name of the Bank :</p> <p>Branch :</p> <p>Account No</p> <p>IFSC :</p> <p>MICR No.</p> </div> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
16.0	Ineligibility For Future Tenders	Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued

		<p>the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, withdraw its offer with in validity period of the offer, then such bidder shall be treated as in eligible for participation in the future tenders issued from NTECL for six (6) months from the date of withdrawal of the bid.</p> <p>If a bidder after having issued Notification of Award /Purchase order of a package where EMD is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, either does not accept award of purchase order of a package or does not Sign Contract Agreement in pursuant of ITB clause "signing of contract Agreement" or does not submit acceptable performance Security in pursuant of ITB clause "Performance Security" and which result in tender being annulled then such bidder shall be treated as in eligible for participation in re-tendering of this particular package. Further such shall also be dealt as per provisions of the policy of Withholding and Banning of Business dealings.</p>
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 90/180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>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 email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 08 by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>"Do you certify full compliance to all provisions of Bid Doc?"</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or</p>

		<p>explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
20.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
20.1	PHYSICAL BID	
20.1.1	EARNEST MONEY DEPOSIT etc.	<p>Unless otherwise specified in the SPC, following Documents to be submitted in physical form (as brought out at ITB clause 14.0) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with <i>Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer at the address given in the Special Purchase Conditions:</i></p> <ul style="list-style-type: none"> (i) Bid Form 1 (ii) The Earnest Money Deposit (if applicable) in accordance with ITB Clause 14.0 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (iii) The Tender Fee (if applicable) in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 <p>Authority/Power of Attorney to sign the bid</p> <p><i>All the above shall be put in one envelope. The envelope shall be addressed to the Employer at the address given in the Special Purchase Conditions and bear the Tender Reference number, Title, Tender Id, Date of Opening of Bid.</i></p> <p><i>These documents will be checked before opening of the on-line Techno-commercial bid and only those bids where valid documents are available will be allowed for opening.</i></p> <p>Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender.</p> <p>NTECL shall not be responsible for any loss or delay in transit</p>

		of these documents.
20.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.</p>
20.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE <i>(if Applicable)</i>	<p>The bidder shall furnish Scanned copy of following:</p> <p>(a) Earnest Money Deposit (if applicable)</p> <p>(b) Tender Fee (if applicable)</p>
(B)	COVER TYPE – TECHNICAL	<p>(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC).</p> <p>(i) Bidder’s Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR)</p> <p>(ii) Documents in support of meeting QR stipulated in the tender.</p> <p>(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified.</p> <p>Apart from the technical requirements as stipulated in the bidding documents, data sheets etc., the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.</p> <p>EFT form and Registration details of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable NTECL to add the dealer to enable the dealer/distributor/channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.</p> <p>Any other documents asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.</p>

		<p>The bidders shall upload the following:</p> <ul style="list-style-type: none"> (a) Copy of Power of Attorney/Authorisation to sign the bid (b) Eligibility and Conformity to the Technical Specifications & Scope of Work (c) Catalogues, Technical Data Sheets etc. (d) Documents asked for in the Technical Specifications & Scope of Work (d) EFT Form (e) Registration Details (f) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.
		<p>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.</p>
20.2.2	<p>Price Bid (COVER TYPE – FINANCE)</p>	<p>Price shall be submitted in the sheets provided as part of the bid documents. The Price Bid should be submitted in the electronic form only through e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	<p>Documents to be uploaded in the format stipulated in the tender.</p>	
	<p>Note:</p>	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under

		<p>intimation to such bidders.</p> <p>4. In case of bidding with provision of Reverse Auction, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders and thereafter will be notified the date and time of Reverse Auction.</p>
21.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.8(a) above.</p>
23.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT. 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. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>The envelope containing Earnest Money Deposit, Tender Fee, Authority/Power Attorney to sign the bid received off line (except in</p>

		<p>those cases where EMD, Tender Fee is not applicable) shall be opened first.</p> <p>Based on the Earnest Money Deposit/EMD, Tender Fee, Authority/Power Attorney to sign the bid received, Employer shall allow only those on line bids to be opened whose EMDs, Tender Fee have been received in NTECL and are adequate and acceptable as per conditions of the bid document. Any other document specified in SPC to be submitted along with EMD shall also have to be submitted.</p> <p>In case requisite Earnest Money Deposit pursuant to ITB Clause 14.0, is not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Any other document specified in SPC to be submitted along with EMD shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>QR and Technical Bid shall be opened together for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, 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.</p>
	<p>Price Opening Bid</p>	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
<p>24.0</p>	<p>Clarification on Bids</p>	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for</p>

		conforming to Qualifying Requirement shall be sought, offered or permitted.
25.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>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.</p>
26.0	Qualification	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 5 of the bidding documents. No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTECL in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare</p>

	<p>the same in similar format which shall be additionally attached and uploaded.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(a) The number of reference Works/Orders quoted by Bidder in relevant Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC).</p> <p>EMPLOYER 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 NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure 5 Techno-Commercial Bid 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 EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents.</p> <p>NTECL reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of NTECL shall be final in this regard.</p> <p>Notwithstanding any stated above, NTECL 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 NTECL.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>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</p>
--	--

		<p>the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination Of Price Bid	<p>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.</p> <p>In case any additional conditions/deviations/exceptions, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p>

		The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, NTECL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, NTECL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 24.0 above, 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.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	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.
34.0	Award Criteria	<p>Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, NTECL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of	Prior to the expiration of the period of bid validity, the Employer will

	Award	notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(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;</p> <p>(b) will reject a bid 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;</p> <p>(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.</p>
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpcntecjv.co.in/ and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>Bidders shall certify their compliance to the Fraud Prevention Policy of Employer as per Certificate at Annexure 1 Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept the Fraud Prevention Policy of NTECL?”</p> <p>If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Banning Policy	<p>The Employer has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website http://www.ntpcntecjv.co.in/. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by</p>

		<p>the contractor under any of the grounds detailed in the said Banning Policy.</p> <p>Bidders shall submit the Declaration on Policy of for withholding and banning of Business Dealings Employer as per Certificate at Annexure 2 of Section IV by accepting the following General Technical Evaluation (GTE) of the Tender:</p> <p>“Do you accept Withholding & Banning Policy of Business Dealing Policy of NTECL?”</p>
40.0	Integrity Pact	Not applicable
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
	Important Note	<u>The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</u>

BILL OF MATERIALS

S.No.	Item Code	Description	Uom	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
1	5815120194	SWRO MEMBRANE, 8" DIAMETER X 40" LONG	NO	1596		

TECHNICAL SPECIFICATIONS

S.No	Item code	Item description
1	5815120194	<p>MEMBRANE TYPE: SEA WATER, SPIRAL WOUND COMPOSITE POLYAMIDE, HIGH REJECTION WITH LOW FOULING TECHNOLOGY MEMBRANE SIZE: 8" DIAMETER X 40" LONG, SUITABLE TO FIT WITH EXISTING PRESSURE TUBES. ELEMENTS PER VESSEL: 7 NOS NOMINAL MEMBRANE SURFACE AREA: 400 ft² MINIMUM PRODUCT FLOW RATE: 6200 GPD SALT REJECTION OF EACH MEMBRANE: 99.6% TO 99.8% MAXIMUM OPERATING PRESSURE: 60 KG/CM² FEED TDS: 40000 PPM PERMEATE TDS: < 400 MG/L FEED SPACER THICKNESS: 34 mil RECOVERY: 35% MAXIMUM AVERAGE FLUX: 14.0 L/M²H FLUX DECLINE PER YEAR NOT TO EXCEED 5% PER YEAR. SALT PASSAGE INCREASE PER YEAR NOT TO EXCEED 7% PER YEAR. TEMPERATURE: 30 deg Celsius MEMBRANES ARE OF INNER CONNECTING TYPE. BRINE SEAL, INTER CONNECTORS AND ITS O-RINGS SHOULD BE PROVIDED FOR EACH MEMBRANE</p>

SPECIAL PURCHASE CONDITIONS (SPC) (The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS {ITB Clause 12.0 }	<p>Domestic Bidders : The price quoted should be firm till the completion of delivery and on F.O.R. NTECL, VALLUR Site BASIS.</p> <p>1) Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges and any other charges in BOQ Excel Sheet. No separate payment shall be entertained towards P&F, Freight and Insurance Charges or any other charges.</p> <p>2) In case bidder has indicated (Zero) or left blank for GST, the same shall be treated as included in the Bid Price for evaluation and award.</p> <p>Foreign bidders : The Price quoted should be firm till completion of delivery and on CIF basis(Incoterms 2000)</p>
4.0	TENDER FEE (Rs.) & EARNEST MONEY DEPOSIT (EMD) / BID SECURITY {ITB Clause 14.0}	<p>The Bidder shall furnish, as a part of his Bid:</p> <p>(i) Tender Fee: Rs.1197/- including GST</p> <p>(ii) Earnest Money Deposit/Bid Security in the amount of Rs. 10,00,000/- (Rupees Ten Lakh only)/US\$ 15,835/- in a sealed envelope, super scribed on the top as under,</p> <p>Tender No.</p> <p>Due Date of Bid Opening (Date of Techno-Commercial Bid Opening)</p> <p>From (Name of the Bidder).”</p> <p>OR</p> <p>Exemption Certificate in line with Clause 4.0 of ITB in a sealed envelope, super scribed on the top as under,</p> <p>Tender No.</p> <p>and the same to be uploaded in Fee Cover of Online Bid</p> <p>Note:</p> <p>i) In case Bid Security is submitted by way of Bank Guarantee, the same should be valid for 225 days from the date of Opening of Techno-commercial offer.(Proforma for Bank Guarantee and list of acceptable banks given in</p>

		<p>bidding documents)</p> <p>ii) In case Bid Security is submitted by way of DD / Bankers Cheque, same should be drawn in favour of “NTECL” and should be payable at Chennai.</p> <p>iii) In case of e-payment of EMD on the portal, upon successful E-payment on the portal, an e-receipt shall be issued to the bidder by the system, a copy of which is to be submitted by the bidder with the bid as document towards e-payment of EMD.</p> <p>iv) Any Bid not accompanied by an acceptable Earnest Money Deposit in a separate sealed envelope shall be rejected by the Owner as being non-responsive and returned to the Bidders without being opened.</p>																								
5.0	Details for remittance of EMD	<p>A) Details for remittance of EMD by Foreign Bidders</p> <table border="1" data-bbox="754 869 1485 1682"> <tr> <td>Correspondent Bank Name</td> <td></td> </tr> <tr> <td>Correspondent Bank Swift Code</td> <td></td> </tr> <tr> <td>For Credit to :</td> <td></td> </tr> <tr> <td>Beneficiary Bank</td> <td></td> </tr> <tr> <td>Beneficiary Bank Swift Code</td> <td></td> </tr> <tr> <td>Beneficiary Bank Account number</td> <td></td> </tr> <tr> <td>For Further Credit to:</td> <td></td> </tr> <tr> <td>Ultimate Beneficiary</td> <td>NTPC Tamilnadu Energy Company Ltd</td> </tr> <tr> <td>Ultimate Beneficiary's Account number</td> <td>510341000000563</td> </tr> <tr> <td>Purpose</td> <td>Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057</td> </tr> <tr> <td>Amount of Remittance</td> <td>US\$ 15,835/- (US Dollars Fifteen Thousand Eight Hundred and Thirty Five).</td> </tr> <tr> <td>Bank Charges to the account of</td> <td>Remitter</td> </tr> </table>	Correspondent Bank Name		Correspondent Bank Swift Code		For Credit to :		Beneficiary Bank		Beneficiary Bank Swift Code		Beneficiary Bank Account number		For Further Credit to:		Ultimate Beneficiary	NTPC Tamilnadu Energy Company Ltd	Ultimate Beneficiary's Account number	510341000000563	Purpose	Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057	Amount of Remittance	US\$ 15,835/- (US Dollars Fifteen Thousand Eight Hundred and Thirty Five).	Bank Charges to the account of	Remitter
Correspondent Bank Name																										
Correspondent Bank Swift Code																										
For Credit to :																										
Beneficiary Bank																										
Beneficiary Bank Swift Code																										
Beneficiary Bank Account number																										
For Further Credit to:																										
Ultimate Beneficiary	NTPC Tamilnadu Energy Company Ltd																									
Ultimate Beneficiary's Account number	510341000000563																									
Purpose	Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057																									
Amount of Remittance	US\$ 15,835/- (US Dollars Fifteen Thousand Eight Hundred and Thirty Five).																									
Bank Charges to the account of	Remitter																									

		<p>Details for remittance of EMD by domestic bidders :</p> <table border="1"> <tr> <td>Beneficiary Account name</td> <td colspan="2">NTPC Tamilnadu Energy Company Ltd</td> </tr> <tr> <td>Bank</td> <td colspan="2">Corporation Bank</td> </tr> <tr> <td>Bank Branch</td> <td colspan="2">Nungambakkam Branch, Chennai 600034</td> </tr> <tr> <td>Bank/Branch IFSC Code</td> <td colspan="2">CORP0000577</td> </tr> <tr> <td>Beneficiary's Account number</td> <td colspan="2">510341000000563</td> </tr> <tr> <td>Purpose</td> <td colspan="2">Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057</td> </tr> <tr> <td>Amount of Remittance</td> <td colspan="2">Rs.INR 10,00,000/- (Indian Rupees Ten Lakh only)</td> </tr> <tr> <td>Bank Charges to</td> <td colspan="2">Remitter</td> </tr> </table>	Beneficiary Account name	NTPC Tamilnadu Energy Company Ltd		Bank	Corporation Bank		Bank Branch	Nungambakkam Branch, Chennai 600034		Bank/Branch IFSC Code	CORP0000577		Beneficiary's Account number	510341000000563		Purpose	Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057		Amount of Remittance	Rs.INR 10,00,000/- (Indian Rupees Ten Lakh only)		Bank Charges to	Remitter	
Beneficiary Account name	NTPC Tamilnadu Energy Company Ltd																									
Bank	Corporation Bank																									
Bank Branch	Nungambakkam Branch, Chennai 600034																									
Bank/Branch IFSC Code	CORP0000577																									
Beneficiary's Account number	510341000000563																									
Purpose	Earnest Money Deposit for Tender No.NTECL/C&M/1900E30057																									
Amount of Remittance	Rs.INR 10,00,000/- (Indian Rupees Ten Lakh only)																									
Bank Charges to	Remitter																									
6.0	<p>CONFIRMATION OF BGS (INCLUDING BID SECURITY & CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <table border="1"> <tr> <td>i</td> <td>Bank Name</td> <td>Corporation Bank</td> </tr> <tr> <td>ii</td> <td>Branch</td> <td>Nungambakkam</td> </tr> <tr> <td>iii</td> <td>Bank Address</td> <td>Gee Gee Emerald 1st Floor,151, Village Road,Nungambakkam,Chennai,600034</td> </tr> <tr> <td>iv</td> <td>IFSC Code</td> <td>CORP0000577</td> </tr> <tr> <td>V</td> <td>Account No.</td> <td>510341000000563</td> </tr> </table> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter.</p> <p>Tender Fee, EMD to be sent to the following Address: AGM(C&M), NTPC TAMILNADU ENERGY COMPANY LTD. Vallur Thermal Power Project Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post , Thiruvallur District,Chennai – 600103</p>	i	Bank Name	Corporation Bank	ii	Branch	Nungambakkam	iii	Bank Address	Gee Gee Emerald 1 st Floor,151, Village Road,Nungambakkam,Chennai,600034	iv	IFSC Code	CORP0000577	V	Account No.	510341000000563									
i	Bank Name	Corporation Bank																								
ii	Branch	Nungambakkam																								
iii	Bank Address	Gee Gee Emerald 1 st Floor,151, Village Road,Nungambakkam,Chennai,600034																								
iv	IFSC Code	CORP0000577																								
V	Account No.	510341000000563																								

7.0	VALIDITY OF OFFER {ITB Clause 17.0}	180 days
8.0	TRANSFER OF BID DOCUMENTS	NOT permitted
9.0	DOCUMENTS IN SUPPORT OF MEETING THE QUALIFYING REQUIREMENTS	Applicable as per the Detailed NIT. Along with attached format Annexure – 05 duly filled, Bidder must submit all requisite documents in support of their meeting the QR
10.0	COMPLIANCE ON QUALIFYING REQUIREMENTS	Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 5 of the bidding documents. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTECL in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid. Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to enclose more than 9 purchase orders for QR of NIT
11.0	Settlement of Disputes	
10.1	Mutual Consultation 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 works, whether during the progress of the works 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. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.	
10.2	Resolution of Dispute through Expert Settlement Council If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs.250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.	

10.2.1	Invitation for Conciliation	<p>1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. 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>2. Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.</p> <p>3. If the party initiating Conciliation does not receive a reply within thirty 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>
10.2.2	Conciliation	<p>i. Where Invitation for Conciliation has been furnished under sub clause 10.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by Chairman, NTECL.</p>
		<p>ii. ESC will be formed from experts comprising of three members from the panel of conciliators maintained by NTECL. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. Chairman will have authority to reconstitute an ESC to fill any vacancy.</p> <p>iii. The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna / Navratna company in India other than NTPC Ltd, TANGEDCO & NTECL, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NTPC Ltd, TANGEDCO & NTECL and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.</p>

<p>10.2.3</p>	<p>Proceedings before ESC</p>	<p>(i)The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.</p> <p>(ii)The parties shall file their claim and counterclaim in the following format</p> <ol style="list-style-type: none"> a. Chronology of the dispute b. Brief of the contract c. Brief history of the dispute d. Issues <table border="1" data-bbox="703 824 1535 1055"> <thead> <tr> <th>Sl. No.</th> <th>Description of Claims/ Counter claims</th> <th>Amount (in foreign currency/INR)</th> <th>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> <ol style="list-style-type: none"> e. Details of Claim(s)/Counter Claim(s) f. 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												
Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause															
		<p>(iii) 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>(iv)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 NTPC/NTECL 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</p>																

		proceeding.																					
		(v)ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. Chairman, NTECL may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.																					
		(vi)The venue of the ESC meeting shall be at Chennai. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.																					
10.2.4	Fees & Facilities to the Members of the ESC	<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 border="1"> <thead> <tr> <th>Sl</th> <th>Fees/ Facility</th> <th>Entitlement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fees</td> <td>As paid to NTECL Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. of Rs.2,10,000 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>NTECL 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> </tbody> </table>	Sl	Fees/ Facility	Entitlement	1	Fees	As paid to NTECL Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. of Rs.2,10,000 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	NTECL 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.
Sl	Fees/ Facility	Entitlement																					
1	Fees	As paid to NTECL Independent Directors [Presently Rs. 20,000 per meeting]. In addition each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. of Rs.2,10,000 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	NTECL 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
		<p>Aforesaid fees are subject to revision by NTECL from time to time and subject to government guidelines on austerity measures, if any. All the 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>		
10.2.5	<p>If decision of NTECL is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.</p>			
10.2.6	<p>The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.</p>			
10.3	Arbitration			
10.3.1	<p>If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at Sub-Clauses 10.1 & 10.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), 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. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount 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 laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the claim amount 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 not invoke arbitration later on after expiry of the said period of six months. The parties shall not invoke arbitration other than in the case of completion of the Facilities or the termination of the contract as mentioned above.</p> <p>Notwithstanding the above, in case of disputes with Indian Contractor who is a Central Government Department /Enterprise /organisation or a State Level Public Enterprise (SLPE), the aforesaid limit of Rs 25 crores shall not be applicable and arbitration proceeding may be commenced irrespective of the amount involved in dispute if the dispute could not be resolved through Conciliation as brought out at Sub Clause 10.2 above.</p>										
10.3.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub Clause 10.3.1, shall be finally settled by arbitration.										
10.3.3	Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by Chairman, NTECL from the List of empanelled Arbitrators of NTECL in the following manner :-										
	<p>a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.</p> <p>b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for Chairman, NTECL 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>c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.</p>										
	<p>d) The Arbitrators shall be paid fees at the following rates:</p> <table border="1"> <thead> <tr> <th>Amount of Claims and Counter Claims (excluding interest)</th> <th>Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties..</th> </tr> </thead> <tbody> <tr> <td>Up to Rs.50 lakhs</td> <td>Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.</td> </tr> <tr> <td>Above Rs.50 lakhs to Rs. 1 Crore</td> <td>Rs.1,35,000/- plus Rs.1,800/- per lakh or a part thereof of subject to a ceiling of Rs. 2,25,000/-.</td> </tr> <tr> <td>Above Rs.1 crore and up to Rs.5 Crore</td> <td>Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.</td> </tr> <tr> <td>Above Rs. 5 Crore and up to Rs.10 Crore</td> <td>Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.</td> </tr> </tbody> </table>	Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties..	Up to Rs.50 lakhs	Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.	Above Rs.50 lakhs to Rs. 1 Crore	Rs.1,35,000/- plus Rs.1,800/- per lakh or a part thereof of subject to a ceiling of Rs. 2,25,000/-.	Above Rs.1 crore and up to Rs.5 Crore	Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.	Above Rs. 5 Crore and up to Rs.10 Crore	Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.
Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) to be shared equally by the parties..										
Up to Rs.50 lakhs	Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-.										
Above Rs.50 lakhs to Rs. 1 Crore	Rs.1,35,000/- plus Rs.1,800/- per lakh or a part thereof of subject to a ceiling of Rs. 2,25,000/-.										
Above Rs.1 crore and up to Rs.5 Crore	Rs.2,25,000/- plus Rs.33,750/- per crore or a part thereof subject to a ceiling of Rs.3,60,000/-.										
Above Rs. 5 Crore and up to Rs.10 Crore	Rs.3,60,000/- plus Rs.22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-.										

	<table border="1" data-bbox="395 152 1398 241"> <tr> <td data-bbox="403 163 612 230">Above Rs.10 Crore</td> <td data-bbox="612 163 1390 230">Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.</td> </tr> </table> <p data-bbox="308 297 1535 416">If the 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 as brought out above.</p> <p data-bbox="355 443 1535 645">e) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to 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> <p data-bbox="483 689 1535 831"> (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> <p data-bbox="355 835 1302 869">f) Each party shall pay its share of arbitrator's fees in stages as under:</p> <p data-bbox="483 913 1422 1014"> (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> <p data-bbox="308 1037 1520 1144">g)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 data-bbox="308 1167 1426 1200">h)The Arbitration shall be held at Chennai only unless specified otherwise in the SCC.</p>	Above Rs.10 Crore	Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.
Above Rs.10 Crore	Rs.4,72,500 plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-.		
	<p data-bbox="308 1256 1520 1328">i)The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.</p> <p data-bbox="308 1361 1520 1469">j)Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.</p>		
10.3.4	<p data-bbox="308 1507 1535 1794">In case the Indian Contractor is a Central Government Department/Enterprise/ organisation or a State Level Public Enterprise (SLPE), the dispute arising between the Employer and the Contractor shall be referred for resolution to the Permanent Machinery of Arbitrators (PMA) of the Department of Public Enterprises, Government of India as per Office Memorandum No. 4(1) 2011-DPE(PMA)-GL dated 12.06.2013 issued by Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its further modifications and amendments.</p>		
10.4	<p data-bbox="308 1821 1238 1854">Notwithstanding any reference to the Conciliation or Arbitration herein,</p> <p data-bbox="435 1899 1535 1966">(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p data-bbox="435 1989 1406 2022">(b)the Employer shall pay the Contractor any monies due to the Contractor</p>		

10.5	JURISDICTION	Chennai
10.6	PLACE OF ARBITRATION	Chennai
11.0	INSURANCE	FOR DOMESTIC BIDDERS: INCLUSIVE in Bid price. FOR FOREIGN BIDDERS: INCLUSIVE in Bid Price
12.0	FREIGHT	FOR DOMESTIC BIDDERS : Inclusive in Bid price FOR FOREIGN BIDDERS: INCLUSIVE in Bid Price
13.0	Delivery Schedule	<p>1.First lot of 532 numbers of SWRO membranes shall be supplied within 180 days from the date of issue of purchase order 2.Second lot of 532 numbers of SWRO membranes shall be supplied after 90 days from the delivery of the first lot 3.Third lot of 532 numbers of SWRO membranes shall be supplied after 90 days from the delivery of the second lot The address of site store for delivery of material & documents is as under :</p> <p><u>Delivery location :</u></p> <p>DGM (STORES), NTPC TAMILNADU ENERGY COMPANY LTD. Vallur Thermal Power Project Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post , Thiruvallur District,Chennai – 600103</p>
14.0	Payment Terms	<p><u>FOR DOMESTIC BIDDERS:</u> i. 90% payment within 30 days after receipt and acceptance of the material at NTECL Site-Stores, based on certification of Engineer In Charge. Inspection will be cleared within 14 days from the date of receipt of material along with all required documents as mentioned below.</p> <p>a. Original GST invoice</p>

		<p>b. L.R./G.R copy</p> <p>c. Guarantee /Warranty Certificate</p> <p>d. Test Certificate</p> <p>1. Certificate of conformance</p> <p>2. Submission of Wet test data (permeate flow & salt rejection) for all membrane along with supply</p> <p>3. Interchangeability certificate with the membranes installed at NTECL site</p> <p>e. Any other documents mentioned in purchase order.</p> <p>ii. 10% payment after completion of warranty/guarantee period or on submission and confirmation (by issuing bank) of contract performance bank guarantee (CPBG) for equivalent amount.</p> <p>FOR FOREIGN BIDDERS :90% of supply portion (CIF) less Indian Agent commission,(if any) Through irrevocable and unconfirmed LC against proof of dispatch as per LC conditions and balance 10% through wire transfer after receipt and acceptance of material at site and submission & confirmation (by issuing Bank) of contract performance bank guarantee .</p> <p>Required documents for LC as mentioned below.</p> <p>a. Signed invoice -five copies (Including original)</p> <p>b. AIR WAY BILL-four copies (including original)</p> <p>c. Detailed packing list containing complete particulars of goods - four copies (including original)</p> <p>d. Certificate of country of origin certified by local chamber of Commerce- four copies (including original)</p> <p>e. Sellers certificate confirming intimation to purchaser and insurance company giving details of consignment</p> <p>f. Guarantee /Warranty Certificate - four copies (including original)</p> <p>g. Fumigation/heat treatment certificate in case wooden packing . In case wood is not used, a certificate to that effect shall be enclosed</p> <p>h. Test Certificate - four copies (including original)</p> <p>4. Certificate of conformance</p> <p>5. Submission of Wet test data (permeate flow &</p>
--	--	---

		<p>salt rejection) for all membrane along with supply</p> <p>6. Interchangeability certificate with the membranes Installed at NTECL site</p> <p>i. Any other documents mentioned in purchase order.</p> <p>The original dispatch documents in triplicate to be sent to DGM (stores)/AGM(FIN)/ GM(C&M), of respective Site with an email intimation of dispatch to our office. For any issues relating to payments vendor may please contact C&M department</p>
15.0	Bank Charges	To be borne by the supplier
16.0	Inspection	<p>At NTECL stores after receipt of material. Material acceptance at NTECL site shall be based on :</p> <p>1.Submission of Certificate of Conformance 2.Submission of Wet test data (permeate flow & salt rejection) for all the membranes along with the supply 3.Interchangeability certificate with the membranes installed at NTECL site 4.Physical Verification</p>
17.0	Certificate	Test Certificate, Certificate of Conformance, Interchangeability certificate with the membranes installed at NTECL site and Warranty/Guarantee certificate to be submitted at the time of supply
18.0	CONTRACT PERFORMANCE GUARANTEE (CPG)	As per GPC and Special purchase condition
19.0	TAXES & DUTIES	<p>Please refer GPC</p> <p><u>NOTE FOR FOREIGN BIDDERS:</u> Taxes and Duties applicable in supplier's country will be in supplier's account and Taxes & Duties applicable in India will be to the NTECL account. Taxes & Duties applicable in India will be loaded while evaluating the bids submitted by the foreign Bidders</p>
20.0	Warranty / Guarantee	<p>Vendor shall provide Membrane performance warranty of three years of operation from the manufacturer for the following terms :</p> <p>a.Net permeate flow from each SWRO train (532 Nos. of RO-I membrane per SWRO train) shall not be less than 275 m³/hr</p>

		<p>b. Permeate Water shall have TDS < 400 mg/L, considering feed water temperature upto 30°C</p> <p>c. For the specified water quality (Refer point no.12 of Special conditions) and the permeate water capacity guaranteed, undiminished overall recovery from SWRO plant shall be 35% upto the end of three years of operation, without any replacement of membrane elements.</p> <p>2. The vendor shall guarantee the membranes for their mechanical condition for breakage etc., If any damage is detected, it shall be replaced at the cost of the vendor.</p>
21.0	INTEGRITY PACT {ITB Clause 40.0}	NOT APPLICABLE
22.0	Evaluation criteria	<p>Overall EVALUATION.</p> <p>The amount to be considered for evaluation shall be landed price on F.O.R NTECL site, which includes ex-works, packing forwarding, freight, insurance, taxes and duties and other charges (like port charges, shipping line charges, customs clearance charges , DO charges etc)</p> <p>Foreign Bidders should note that the exchange rate applicable on the BOD shall be considered for evaluation purpose.</p> <p>Source of Exchange rates : FIBIL Exchange Rates</p> <p>Reference Exchange Rate for a day means the RBI Reference Rate in Indian Rupees for US Dollars (\$), as published by Reserve Bank of India or if such rate is not published on such day, the Reference Exchange Rate shall be the comparable rate applicable on the last day before such day for which such published rate is available.</p>
23.0	Preference To Make In India And Granting Of Purchase Preference To Local Suppliers (ITB Clause 4.1)	Not Applicable.
24.0	Liquidated Damages For Delay In Execution	<p>As per GPC.</p> <p>GST is extra as applicable on the deducted LD.</p>

25.0	Documents To Be Submitted Offline	<ul style="list-style-type: none"> ➤ The Earnest Money Deposit in accordance with SPC Sl. No. 5 / MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0. ➤ The Tender Fee in accordance with the Tender/ MSE certificate as per MSMED Act 2006 (if applicable) in accordance with SPC Sl. No. 5 ➤ Authority/ Power of Attorney to sign the bid ➤ DJU(Deed of Joint Undertaking)(If Applicable)
26.0	Delivery Period	Within 360 days from the date of purchase order
27.0	Prices Variation	Firm Price for entire quantity as per this enquiry
28.0	Special Conditions	As enclosed
29.0	Ineligibility for participation in future tenders	<p>1) If a bidder after opening of tenders where EMD is 'NIL / Not Applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from Corporate Contracts for a period of 6 months from the date of withdrawal of the bid.</p> <p>2) If a bidder after having been issued the Notification of Award / Purchase Order of a package where EMD is 'NIL / Not Applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award / Purchase order or does not sign the Contract Agreement pursuant to ITB clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>
30.0	Transportation	In case, the Contractor decides to transport the Goods by road within Employer's country, then such Goods must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.
31.0	Address for Correspondence	NTECL TAMILNADU ENERGY COMPANY LTD. Vallur Thermal Power Project Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post , Thiruvallur District, Chennai – 600103.



VALLUR TPS

• **SPECIAL CONDITIONS:**

1. The existing membranes are housed in 7.956" (+/- .005") diameter pressure tubes of M/s Global Composites and Structurals Limited make and the new membranes shall be designed to house them in same pressure tubes without any hitch whatsoever.
2. The supplied membranes shall be designed to fit with the existing end connectors of the pressure tubes.
3. Each Membrane element shall be supplied along with one Brine seal, one Interconnector tube and one set of interconnector O-rings.
4. Membranes shall be packed in Oxygen impermeable bags, with 0.5-1% sodium bisulfite solution with deoxidizer.
5. All membranes should have serial numbers, batch numbers, date and country of manufacturing to ensure traceability.
6. Service Engineer of the vendor must be present at site to witness the unpacking of the seals of membranes packing.
7. Service engineer of the vendor must be present at NTECL site to supervise the loading of membranes.
8. Vendor shall provide RO membrane projection at 0th Year and 3rd year with the minimum and maximum temperature of 25 degree Celsius & 30 degree Celsius.
9. Drawing and data sheet of membrane to be provided along with tender.
10. Three sets of installation manuals, drawings, data sheets, storage and handling instructions, O&M manuals, cleaning procedure should be submitted along with the first lot supply.
11. The vendor shall submit the "Information to be furnished by bidder" sheet along with the tender.
12. RO-I feed water analysis is enclosed for reference.

P. Ramesh Reddy
08/01/2020
P-Ramesh Reddy



VALLUR TPS

**SUB: PROCUREMENT OF MEMBRANES FOR RO STAGE-I IN DESALINATION PLANT-
INFORMATION FOR BIDDERS**

1. PREAMBLE

NTECL operates 19.8 MLD SWRO desalination. The purpose of the sea water RO plant (SWRO) is to remove the dissolved solids from the treated sea water and to produce 19800 m³/day product water suitable for industrial use.

The process description in detail is depicted below.

The water from the sea is pumped to the pretreatment system which consists of **Sea Water Storage Tank, Stilling Chamber, Flash Mixer, Flocculator, Lamella Clarifier & Clarifier water storage tank**. Here ferric chloride, poly electrolyte and hydrochloric acid dosing are carried out. Then the sea water is passed through Horizontal **Dual media filters (Media: Sand and anthracite) & Horizontal Pressure sand filters (Sand media)**. The filtered water is further filtered by passing through a 5 micron cartridge filters and then pumped to SWRO. The following chemicals namely SBS & RO antiscalant are dosed before filter cartridge. RO permeate is then passed through degassers to remove free carbon dioxide.

SWRO Consists of a high pressure pump, booster pump and pressure exchangers and membrane skid. The membrane skid is a single bank type consisting of 76 numbers of pressure tubes and each pressure tube houses 7 numbers of membranes.

2a) Quality of feed water

Sl.No	PARAMETER	UNIT	VALUE
1	pH	--	6.5-8.0
2	Conductivity	μS	44000-58000
3	Turbidity	NTU	NIL
4	FRC	PPM	NIL

P. Ram
08/03/2020
P. Ram



VALLUR TPS

SUB: PROCUREMENT OF MEMBRANES FOR RO STAGE-I IN DESALINATION PLANT-

INFORMATION FOR BIDDERS

5	Total Hardness as CaCo3	PPM	5000-6500
6	Calcium Hardness as CaCo3	PPM	900-1100
7	Magnesium Hardness as CaCo3	PPM	4100-5400
8	Chloride	PPM	15000-22000
9	P-Alkalinity as CaCo3	PPM	0
10	M-Alkalinity as CaCo3	PPM	80-120
11	Sulphate	PPM	1800-3600
12	Silica	PPM	0.18-0.6
13	Iron	PPB	<50
14	COD	PPM	100-150
15	BOD	PPM	0-10
16	KMnO4 value	PPM	2
17	TDS	PPM	35000-46000
18	TSS	PPM	0
19	Boron	PPM	3.0
20	Temperature	Deg C	30.9
21	LSI	--	+ 0.75
22	Oil & Grease	PPM	NIL
23	Organic Matter	PPM	NIL

2b) Details of RO Plant at NTECL

No. of RO trains / skid (W+S)	Three
Turndown Capability	One, Two or all the SWRO trains shall be operable as per requirement
No of stages per skid	One
No. of pressure vessels in each skid	76
No of membrane in each vessel	7

Praveen
08/01/2020
D. Damma Praveen



VALLUR TPS

**SUB: PROCUREMENT OF MEMBRANES FOR RO STAGE-I IN DESALINATION PLANT-
INFORMATION FOR BIDDERS**

RO Membrane type	Low fouling spiral wound composite polymer
Active membrane area	400 ft ²
Diameter of membrane	7.956" (+/- .005")
Feed spacer	34 mil
Permeate flow/skid	275m ³ /hr
Raw water flow /skid	825m ³ /hr
Recovery	35%
Salt Passage increase per year	7.0%
Flux	14.0 L/m ² h
Feed water temperature	30 degree Celsius
Maximum feed water SDI	< 4
Feed pressure	60 Kg/Cm ²


P. Rama Rao
 09/01/2020
P. Rama Rao



VALLUR TPS

**SUB: PROCUREMENT OF MEMBRANES FOR RO STAGE-I IN DESALINATION
PLANT- INFORMATION TO BE FURNISHED BY BIDDERS**

SI.No	Description	Vendor response
1	Model	
2	Supplier	
3	Single RO element (8" outside diameter x 40" long)	
4	Product Recovery %	
5	Feed pH	
6	Feed flow, m ³ /hr	
7	Permeate TDS mg/l, 0th year & 3rd Year @ 30 Degree Celsius	
8	Feed pressure Projected @ 25 Deg C	
	0 th Year	
	1 st Year	
	2 nd Year	
9	3 rd Year	
	Operating SDI	
10	Salt Passage % per Year	
11	Flux Decline % per year	
12	Average Flux rate, l/mh	
13	Please provide RO membrane projection at 0th Year & 3rd year with the minimum and maximum temperature of 25 & 30 Degree Celsius	
14	Technical Support letter from the manufacturer during warrantee period of membranes shall be furnished	
15	Membrane data sheet shall be furnished along with the tender documents	


 08/01/2020
 P. Rama Rao.

GENERAL PURCHASE CONDITIONS**1. Definition**

The following terms and expressions used herein shall have the meaning as indicated therein:-

Supplier/Vendors: Shall mean the individual firm, Company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assigns and successors.

Purchaser /Owner: Shall mean NTPC Tamilnadu Energy Company Limited, a company incorporated in India under the Companies Act, 1956, having its registered office at NTPC BHAWAN, SCOPE COMPLEX, Core-7, Institutional Area, Lodhi Road, New Delhi-110003, and shall include its permitted successors and assigns.

2. Reference

The number of this Purchase Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with Purchase Order.

3. Specifications and Drawings

Any information, details etc. called for in the specification and not shown in the drawings and vice versa shall have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser or his duly authorized representative shall be final and binding.

4. Price Basis

Price mentioned in the Purchase Order shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the vendor even though the completion /execution of the order may take longer time than the delivery period specified and accepted in the Purchase Order.

5. Taxes, Levies and Duties

GST payable shall be shown separately in the invoice.

6. Inspection /Checking Testing

All materials / equipments manufactured by the vendor himself and/or his sub-vendor against the Purchase Order shall be subject to inspection, check and/or test by the Purchaser or his authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of Owner and/or his authorized representative. Vendor shall notify the Purchaser at least 10 days in advance when the material /equipment is ready for inspection. If upon delivery the material /equipment does not meet the specifications, the materials /equipment shall be rejected and returned to the vendor for repairs /modifications etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges etc. shall be to the account of the vendor.

Inspection by the purchaser and /or his authorized representative or failure by the purchaser and /or his authorized representative to inspect the material /equipment shall not relieve the vendor of any responsibility or liability under this Purchase order in respect of such material /equipment not be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner and/or his duly authorized representative, the vendor shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, etc. In such cases vendor shall adhere to the inspection/testing procedure laid down by such agencies. All expenses including inspection fees shall be at to the vendors accounts unless agreed to the contrary and specified in the Purchase Order.

7. Access to Vendors Premises

The Owner and/or his authorized representative shall be provided access to vendors and/ or his sub-vendors premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work.

8. Removal of Rejected Goods and Replacement

If upon delivery, whether inspected and approved earlier or otherwise, the material /equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to the effect will be issued to the vendor normally within 30 days from the date of Receipt of the material at the Works/ Site /Office.

The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.

9. Terms of Payment

The payment will be made by the Owner to the vendor in accordance with the terms and conditions specified in the Purchase Order. All payments shall normally be made from the office of the Purchaser situated at (full address of project /site/office).

10 Additions /Alterations/ Modifications

The Owner reserves the right to make additions/ alterations/ modifications to the quantity of the items in the Purchaser Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional work is at variance in design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.

11. Delivery Schedule

Time is the essence of this Order and no variation shall be permitted in the delivery time/ delivery schedule mentioned in the Order. Delivery of the equipment /materials described shall be deemed to constitute acceptance of this Order and Terms and Conditions by the vendor at the price specified.

12. Liquidated Damages for Delay in Delivery

12.1 In case of any delay in the execution of the Order beyond the stipulated date of delivery /delivery schedule including any extension permitted in writing, the Owner reserves right to

recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials /equipments for each week of delay and part thereof subject to a maximum of 5% of the total value of the Order.

12.2 Alternatively, the Purchaser reserves the right to purchase the material /equipment from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

12.3 Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.

12.4 In any event of recourse to alternative 12.2 and 12.3 above, the Owner will have the right to repurchase the stores, which are readily available to meet the urgency in requirement caused by vendors failure to comply with the schedule delivery irrespective of the fact whether the materials /equipments are similar or not.

13. Source of Supply

The vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this Order. Where the imports are unavoidable, all such items shall be imported by the vendor in good time against his own imports license without affecting the contractual delivery schedule.

14. Patent Rights

Royalties and fees for patents covering material /equipment or processes used in executing the work shall be to the account of the vendor. The vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the Purchaser indemnified in that regard in the event of any equipment/material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute infringement and its use is enjoyed, the vendor shall, at his own expenses, either procure for the Purchaser the right to continue the use of such equipment /material replace it with a non-infringing material/equipment or modify it so it become non-infringing.

15. Force Majeure

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force /calendar majeure. A notification to this effect duly certified by local chamber of commerce /statutory authorities shall be given by the vendor to the Owner by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the vendor shall refund any amount advanced or paid to the vendor by the Purchaser and deliver back my materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

16. Cancellation

The Owner reserves the right to cancel the Order in the part or in full by giving one weeks advance notice thereby if –

(a) The vendor fails to comply with any of the terms of the Order.

- (b) The vendor becomes bankrupt or goes into liquidation.
- (c) The vendor makes general assignment for the benefit of the creditors, and
- (d) Any Receiver is appointed for the property owned by the vendor.

17. Waiver

Any waiver by the owner of any breach of the terms and conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

18. Compliance of Regulations:

The vendor shall warrant that all Goods and/or services covered by this Purchase Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, labour agreements, working conditions and technical codes and requirement as applicable from time to time.

The vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws, rules and regulations required to be reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor and the owner shall not be responsible in any manner whatsoever.

19. Sub-Letting & Assignment

The vendor shall not sub-let, transfer or assign any part of this Purchase Order, without the prior written consent of the Purchaser. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under his Purchase Order. Any assignment, transfer or sub-letting without the prior written approval of the owner shall be void. The purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.

20. Vendors Drawing & Date

All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order. The vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by Purchaser. The vendor shall ensure strict compliance to this schedule.

21. Information provided by the Purchaser

All Drawings, data and documentation that are given to the vendor by the Purchaser for the execution of the Order shall be the property of the Purchaser and shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the Order to the Purchaser. The vendor shall not disclose any of the information given by the Purchaser to any person, firm, body,

corporate and/or authority and shall use all endeavors to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.

22. Spare Parts, Oils & Lubricants

Wherever applicable, the vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The vendor shall recommend the quality of oils and lubricants required to be used in the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.

23. Vendors Liability

Vendor hereby accepts full responsibility and indemnifies the Purchaser and shall hold the Purchaser harmless from all acts of omissions and commissions on the part of the vendor, his agents, his subcontractors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the Purchaser and also hold him harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Purchase Order.

24. Purchase Materials

- a) In case the Purchaser has to supply Free Issue Materials under the Purchase Order, the same shall be issued to the vendor only when the vendor submits a Bank Guarantee indemnity bond for the full value thereof strictly in the manner and as per the proforma of the Bank Guarantee indemnity bond approved by the Purchaser.
- b) Whenever possible, such Free Issue Materials shall be consigned to the vendors sidings. In case vendor does not have any siding or for any reasons materials cannot be consigned to his siding the same shall be consigned to the public siding/Goods Depot, to be specifically confirmed by the vendor. The loading/unloading and any further handing of such materials for the siding/destination shall be arranged by the vendor at his own cost and responsibility.
- c) The vendor shall give a Firm List of “Free Issue Materials” and the schedule of their delivery strictly in accordance with the sequence of fabrication vis-à-vis the delivery schedule.
- d) Unused materials or scrap from the “Free issue Materials” supplied by the Purchaser shall be returned to the Purchaser or if the Purchaser so directs, the vendor may dispose off the same by sale or otherwise on such terms and conditions as the Purchaser may stipulate and the vendor shall pay the Purchaser the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale, (the quantum of such deduction to be mutually agreed upon in advance between the Purchaser and the vendor) by means of D.D. in favour of NTECL .

25. Packing and Marking

All goods shall be securely packed in cases, bundles, crates etc., suitable for Rail/Road/Sea transport. All exposed services/connections, protrusions shall be property protected. All

unexposed parts shall be packed with due care and the packages should bear the words "Handle With Care". The packing of the goods to be transported by Rail-Road shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without any qualifying remarks.

All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/Consignee, Purchase Order No., gross and net weights, and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

All goods should be dispatched as per the relevant terms of the Purchase Order. In case any mode of transports has to be resorted to other than that mentioned in the Purchase Order, the same shall be done only after obtaining prior approval in writing from the Purchaser. All movement sections, loading permissions etc. from the railway authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram to the consignee as specified in the Purchase Order.

The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for want of documents and consequent demurrage, detention charges etc.

26. Sale Condition

With the vendors acceptance of the provisions of this Purchase Order, he waives and considers as cancelled any of the general /special sales conditions.

27. Modifications

This order constitutes an entire agreement between the parties hereto. Any modifications to this Order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

28. Performance Guarantee

The vendor shall ensure that all material/equipment/services executed/rendered under this Order shall conform to the Purchasers requirements and specifications. The vendor guarantees the material/ equipment/ services under this Order for a mentioned warranty/ guarantee period from the date of use/dispatch whichever is earlier . The vendor agrees to replace any material which has been proved defective or fails to conform to the desired specified specifications free of cost to the Purchaser. The guarantee period for such replaced part shall be the same as that equipments /services rendered or specified earlier. The vendor shall furnish to the 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee. Bank Guarantee shall be from any Nationalized Banks/ other banks as per NTPC Tamilnadu Energy Company Ltd. approved list. The Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the vendor in connection with the contract including guarantee obligations. Checking/approval of vendors drawings, inspection and acceptance of material/equipment/furnishing to effect shipment and/or work done for erection, installation and commissioning of the equipment by the Purchaser or any other agency on behalf of the Purchaser shall not in any way relieve the vendor from the responsibility for proper performance during the guarantee period.

29. Mode of Dispatch

In case of advance payment or payment through Bank, vendor shall dispatch the materials as per schedule mode of dispatch and through approved transporter indicated in the purchase order and any violations to this effect without taking prior written approval from the purchaser is not permissible.

30. Demurrage /Wharfage

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage/wharfage charges, due to late retirement of documents on account of (i) violation of the inspection clause, (ii) material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) dispatch of materials not as per schedule mode of dispatch/approved transporter as per P.O. (iv) late receipt of invoice or due to violation of any other clause/ clauses of the purchase order will be to the vendors account. Supplier would also be responsible for all such payment due to late receipt of RR/LR and other documents.

31. Acceptance

The vendor shall return duplicate copy of the Purchase Order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of this Order.

32. Arbitration

1. (a) In the event of any question, dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitration of the Chief Executive Officer of NTPC Tamilnadu Energy Company Limited or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the Rules made there under and for the time in force.

(b) It will be no objection that the Arbitrator is an interested person and/or that he had to deal with the matters to which the contract relates and /or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.

(c) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the Chief Executive Officer of the said NTPC Tamilnadu Energy Company Limited to appoint another arbitrator in place of the outgoing Arbitrator.

(d) It is further terms of this agreement that no person other than a person appointed by the Chief Executive Officer of NTPC Tamilnadu Energy Company Limited shall act as an Arbitrator and if for any reason, that is not possible, the matter should not be referred to arbitration at all.

(e) The Arbitrator may from time to time, with the consent of all parties enlarge the time in making the award.

(f) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Chennai or at such other place or places as the Arbitrator may decide.

(g) Notwithstanding any dispute between the parties Supplier shall not be entitled to withhold delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of the contract.

(h) In the event of disputes or differences arising between the Public Sector Enterprise and a Government, Government the provisions of BPE Office memorandum No.BPE/GL-001/76/MAN/2[110-75-BPE(GML-1)] dated 1st January 1976 shall be applicable.

33. Jurisdiction

The courts at Chennai alone shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

1. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

INSTRUCTION TO FOREIGN BIDDERS

1. The prices shall be CIF (INCOTERMS 2000) , Port of Shipment
2. The prices shall be in any freely convertible currency such as Euro, Dollar, Pound Sterling, Japanese Yen etc
3. The prices shall be firm and free from corrections and erasures.
4. The prices shall be valid for 180days from the date of bidding.
5. Quotation shall be submitted in English language only.
6. Delivery period shall be firm and clearly indicated in the quotation. In case of urgency early deliveries may be requested.
7. Approximate Gross weight, net weight and packing size shall be indicated in the quotation.
8. Packing shall be transport worthy to ensure safe delivery considering the nature of goods.
9. Name of the foreign advising banker (with address , SWIFT code, Account no.) , country of origin, port of shipment should be indicated in the quotation
10. Indian Agency commission if any, payable by us shall invariably be included in the CIF price. Percentage of commission shall be clearly mentioned along with the name and address of Indian Agent. A copy of agreement with Indian agent shall be furnished along with the quotation.
11. Indian Agency commission, if any shall be paid in Indian rupees only subject to the following maximum quantum as per Govt. of India Guidelines:

Up to	Rs.500,000/-	-	10% (Max)
Between	Rs.5,00,000/- to Rs.10,00,000/-	-	7.5%
Between	Rs.10,00,000/- to Rs. 25,00,000/-	-	5%
Over	Rs.25,00,000/-	-	2.5%
12. We would prefer to deal directly with foreign suppliers. In case our Tender enquiry is forwarded to Indian Agent/Distributor, we shall be informed of the same. The quotation from Indian Agent/Distributor shall be accepted subject to following:
 - The quotation is submitted in accordance with above instruction along with copy of Agreement with their principal.
 - Quotation submitted by Agent /Distributor for and on behalf of the principal be supported with Authority from the principal in a proforma enclosed herewith/Power of Attorney in favour if India Agent duly Notarized

- In the event of quotation submitted in India Rupees: principals price list, applicable Custom duty and countervailing duty (If any) with specific reference clause and Base Exchange Rate is to be furnished
- Agent must be registered with DGS&D/Govt. of India.

13. PAYMENT TERMS : Refer Special Purchase Conditions Clause 14.0

14. **The original dispatch documents in triplicate to be sent to DGM (stores)/AGM(FIN)/GM(C&M), of respective Site with an email intimation of dispatch to our office. For any issues relating to payments vendor may please contact C&M department.**

15. INDIAN AGENT COMMISSION: 100% Indian agent's commission in equivalent Indian Rupees at the rate of exchange applicable as on date of Airway Bill/Bill of Lading with in 30days of shipment of material against invoice supported by a certificate indicating the exchange rate (TT buying) applicable on the date of Airway Bill/Bill of Lading from the Indian Agent's banker. In case date of shipment happens to be a Bank Holiday, the exchange rate applicable on the last working day prior to the date of shipment shall be considered.

16. All bank charges on account of Letter of Credit payable outside India shall be borne by the Foreign supplier.

17. The Letter of Credit shall not allow partial shipment or transshipment normally.

18. VALIDITY OF LETTER OF CREDIT

The Irrevocable Letter of Credit to be opened through the Purchaser's Bank shall normally be kept valid for a period of 90days. The letter of credit shall be opened upon intimation from the supplier about the expected date of dispatch material. Normally extension of validity of Letter of Credit will not be allowed.

19. The bidding shall be done online through e-tender portal as per the mode (i.e.)International Competitive Bidding (ICB) and type (i.e. Single Stage Two Envelope) stipulated in Clause -3 of ITB. Bidders are advised to go through the guidelines provided at e-tender portal for online bidding.

Arithmetical errors, if any, will be rectified on the following basis:

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, , the unit price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected and the Bid Security may be forfeited.

ANNEXURES

Sl.	Index
Bid Form 1	EMD Bid Submission form
Annexure 01	Form of Acceptance of Fraud Prevention Policy
Annexure 02	Declaration on Banning Policy
Annexure 03	Details of PAN number, TIN, Sales and Service Tax number etc.
Annexure 04	EFT Form
Annexure 05	Summary of Details & Documents in Support of QR
Annexure 06	Details pertaining to Technical Qualification of Bidder – Contact details of Client
Annexure 07	Proforma of Certificate from the CEO/CFO
Annexure 08	Certificate of Compliant Bid

Bid Form 1

EMD BID SUBMISSION FORM
(To be submitted with EMD)

Ref No.

Date

To,
NTPC TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sirs,

We have read and examined the bid documents in respect of NIT no. relating to
 Package.

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- We hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
- We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

- Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
- We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
- Further, we confirm that our 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.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Bid' by NTECL.

- We confirm that the prices quoted by us are firm and shall not be subject to any variation for the entire period of the contract. We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'EMD' comprising the following as per prescribed format by way of BG/DD/BC/E-payment receipt no. dated for Rs. issued by
- We hereby enclose the Authority to sign the bid.
- We hereby enclose the EFT form duly filled and certified by Bank alongwith cancelled cheque.
- Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted as per provisions of the tender documents.

Yours truly,

Date

Signature.....

Place

Name

.....

Designation

Name of Bidder

.....

Seal

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

To,
NTECL TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sir,

We have read the contents of the Fraud Prevention Policy of NTECL displayed on its tender website **http:// www.ntpnteccljv.co.in/** and undertake that we along with our associate / collaborator / sub_contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of NTECL.

(Acceptance to be given On Line on the system under GTE)

DECLARATION ON BANNING POLICY

{To be accepted on the system under General Technical Evaluation (GTE)}

To,
NTECL TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sir,

- 1) We have read the contents of the Banning Policy of NTECL displayed on its tender website [http://www. http:// www.ntpcnteccljv.co.in/](http://www.ntpcnteccljv.co.in/) and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTECL or NTECL's group companies during the last five years.
- 2) We further declare as under:

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

(Acceptance to be given On Line on the system under GTE)

DETAILS OF PAN and GSTIN

To,
NTECL TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
--------------	--

Note : Copy of registration with up to amendment to be enclosed.

E.F.T.Form

To,
NTECL TAMILNADU ENERGY
COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk ,
Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE																			

3. TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. BANK PARTICULARS

A) BANK NAME

B) BANK TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

C) BRANCH ADDRESS

PIN CODE																			

D) BANK FAX NO (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THE BANK

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
---------------	----------------	-------------	--------------------	---------------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible

SIGNATURE

DATE

--	--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct.

DATE

--	--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

OFFICIAL STAMP

Encl: Blank Cheque

Annexure 05(Pg1/2)

Summary of Details & Documents in Support of QR
LIST OF SIMILAR ORDERS EXECUTED

Tenderer's Name &Address :

To,

LTD.**NTECL TAMILNADU ENERGY COMPANY**

Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk ,
Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Details of works executed (completed) in last three years :

S. No.	Detailed description of Orders	Name of Owner / Client. Name, Tel.no., Fax no. & Address of contact person	Quantity	Total order value as awarded (Rs. in lakhs)	Value of order as executed (Rs. in lakhs)	Time Schedule			
						Date of commencement		Date of completion	
						Sch	Act	Sch	Act
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)

(Note : Supporting documents shall be enclosed by the bidder)

Date :

Signature _____

Place :

Printed Name of Authorized person having
Power of Attorney _____

Designation _____

Common Seal _____

AVERAGE ANNUAL TURNOVER Annexure 05(Pg2/2)

Tenderer's Name &Address :

To,
NTECL TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk ,
Vellivayal Chavadi Post ,
Thiruvallur District,Chennai – 600103.

Our Annual turnover (excluding other income) in the preceding three financial years as on date of bid opening is as under :

Financial Year (FY)	Turnover (Rs. in Lakhs)
2017-18	
2018-19	
2019-20	
Our Average annual turnover in the preceding three financial years as on date of bid opening	
Audited reports for the above are enclosed	Yes / No

(Note : Supporting documents shall be enclosed by the bidder)

*** In case where audited results for the last financial year is not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.**

Signature_____

Printed Name of Authorized person having
Power of Attorney _____

Designation _____

Date and Place_____

Common Seal of Firm_____

Annexure 06**Details pertaining to Technical Qualification of Bidder**

To
 AGM(C&M)
NTECL TAMILNADU ENERGY COMPANY LTD.
Vallur Thermal Power Project
Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.

Dear Sirs,

To satisfy the qualifying requirements specified, we furnish following details in respect of Orders given at Attachment 05 above:

	Particulars	Order- 1	Order - 2	Order – 3
1.	PO No./Contract/Work Order and Date			
2.	Client name and its address, fax no. & telephone no.(e-mail address)			
3.	Name & Designation of the responsible person in client's organization (e-mail address)			

Note :

- Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.
- Bidder is required to attach necessary documents like copies of work order, completion certificates, agreements etc. in support of above.

**Proforma of Certificate from the CEO/CFO Of the company in accordance
with Financial requirement criteria in cases where audited results for
the last financial year as on the date of Techno-commercial bid opening
are not available**

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref :

Date :

To,

NTECL TAMILNADU ENERGY COMPANY LTD.**Vallur Thermal Power Project****Kuruvimedu Village, Ponneri Taluk , Vellivayal Chavadi Post ,
Thiruvallur District, Chennai – 600103.**

Dear Sir,

- 1.0 I, Mr./Ms.(*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the(Name of the package) under NIT reference No. Dated

Yours faithfully,

Signature

Name & Designation

Name of the Company

(Seal of Company).....

Note : *Strike off whichever is not applicable.

**CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS
(Certificate of "NIL" Deviation)
Towards COMPLIANT BID**

{To be accepted on the system under General Technical Evaluation (GTE)}

To,

.....
 **Power Station**
NTPC Limited,

Dear Sir,

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

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.
 We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.
 We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

(Acceptance to be given On Line on the system under GTE)

NTECL'S POLICY FOR WITHHOLDING / BANNING OF BUSINESS DEALINGS**INDEX**

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

1. Introduction

- 1.1 NTECL deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTECL to deal with any Agency who commit deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTECL is committed for timely completion of the works within the awarded value without compromising on quality.
- 1.2 Since suspension/banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 This policy has been drawn from NTPC's policy with appropriate changes, as NTPC is one of the JV partners & NTECL is adopting the systems & practices of NTPC for its day to day management.

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) **Agency** shall mean Contractor / Supplier / Purchaser / Bidder/ NTECL approved Sub-contractor of a Contractor' to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce,

trade industry, or constituents of an unincorporated Joint Venture Company, etc.

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

The Chief Executive Officer, NTECL shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director, South, NTPC shall be the 'Appellate Authority' in respect of contracts awarded by the company.

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

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

v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.

vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTECL tender website <http://www.ntpcntecjv.co.in>.

vii) **Completion of Facilities/Works** shall mean the term Completion of Facilities/works as defined in the Contract.

viii) **Standing Committee** shall mean the following for Contracts awarded by the company:

A Committee constituted for the purpose of these guidelines and comprising HODs (not below E-7 level) from, C&M (Convener), Finance and Indenting department. Additional member(s) from any other department as considered appropriate may also be co-opted on case to case basis.

ix) **Suspension/Banning** – In the context of these guidelines, the words suspension and banning are interchangeable and shall have same connotation & meaning.

4. Withholding of business dealings

4.1 Grounds

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

if the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the 'Completion of Facilities/works' or execute the contract within time schedule stipulated in the contract

- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during the contract execution or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the company;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTECL prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTECL's Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central/State Government investigation Agency or any other Central/State Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.

- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.
- u) If the agency is financially incapable to ensure continuous deployment of resources to execute the works meeting the company's requirements.
- v) If the agency raises undue claims /disputes leading to stoppage of works.

4.2 Procedure

- (a) For Packages awarded by the company

The concerned department at Site on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Competent Authority. The above draft Notice of Default to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

The action for withholding of business dealings shall be initiated in those cases where 30% or more shortfall in work progress is observed with respect to agreed work schedule for the reasons attributable to the Contractor.

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the Chief Executive Officer, NTECL.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of NTECL may also initiate the proposal for withholding.

4.3 Notice of Default

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

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

4.4 Area of Operation

A decision to withhold business dealings with any Agency for contracts shall apply throughout the Company.

When any agency has been withheld by NTPC Corporate Centre, the same shall be applicable in the company, without any further examination. Likewise upon, revocation, the same shall stand automatically revoked on NTECL also.

4.5 Effect of Withholding

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

4.6 Duration of Withholding

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Similarly, the agency withheld by NTPC and if the order is revoked by NTPC, the same shall be applicable in NTECL, without any further examination.

Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Hosting at NTECL intranet

The names of the Agencies with whom Business Dealings have been withheld shall be hosted at NTECL intranet by C&M for information of all departments.

4.8 Revocation of Orders

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

5. Banning of business dealings

5.1 Grounds on which Banning of business dealings can be initiated

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

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during the contract execution or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NTECL, during the last five years.
- f) If the proprietor of the Agency has been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTECL, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India or the Govt. of Tamil Nadu and the ban is still in force;
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on NTECL, or its official in acceptance / performance of the job under the contract;
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by the Company or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide /unlawful acts or improper conduct on his part in matters relating to the Company or even otherwise;

- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;
- s) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTECL.
- t) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- u) If the Agency misuses the premises or facilities of the NTECL forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- v) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;
- w) If the agency raises undue claims /disputes leading to stoppage of works.
- x) The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any other reason not mentioned above but qualifying as a good & sufficient reason.

5.2 Procedure

(a) For Packages where banning is proposed by the company

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

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

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department may also be competent to initiate the proposal for banning.

5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall

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

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance Department before issuance. Statement containing the imputation of misconduct or misbehavior may be appended to the Show Cause Notice.

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

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

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

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

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance cases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter. In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated.

5.4 Speaking Order

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

5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto,

shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of banning

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years.

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

5.7 Area of Operation

For contracts awarded by the company, banning shall apply throughout the Company.

When any agency has been banned by NTPC Corporate Centre, the same shall be applicable in NTECL, without any further examination. Likewise upon, revocation, the same shall stand automatically revoked on NTECL also.

5.8 Effect of Banning

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

5.9 Process of reply

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

5.10 Hosting at NTECL intranet

The names of the Agencies with whom Business Dealings have been banned shall be hosted at NTECL intranet by C&M, for information of all NTECL departments.

5.11 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of

business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.12 Revocation of Orders

- a) An order for banning of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such banning shall be revoked only after order in this respect is issued with the approval of Competent Authority.
 - b) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.
- 6.0 During the banning/withholding period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.
- 7.0 Further in case of banning/withholding following would also be applicable:

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

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

ground and the Agency shall be permitted to continue as Associate/Collaborator for such bidding.

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

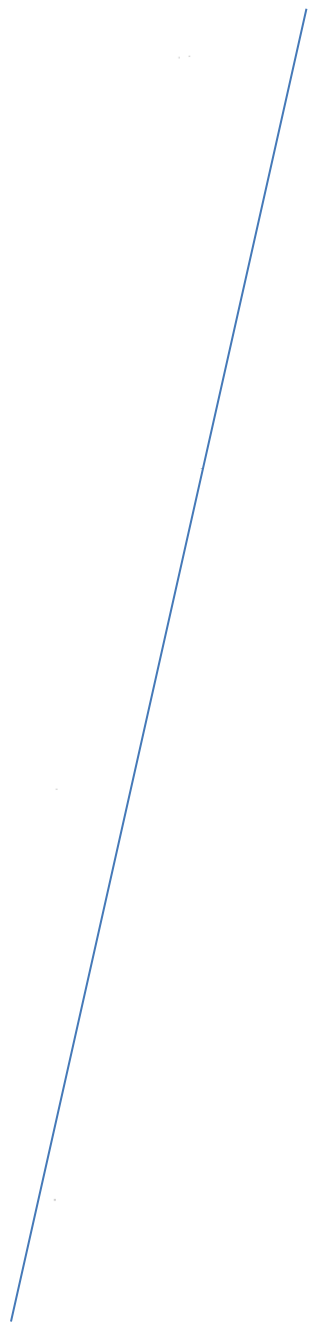
(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor

After banning/withholding order, the banned/withheld Agency shall not be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material/equipment/service.

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

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

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



**FRAUD PREVENTION POLICY
OF**

NTPC Tamilnadu Energy Company Ltd (NTECL)
(A Joint Venture of NTPC Ltd & TNEB)

1. BACKGROUND :

NTPC Tamilnadu Energy Company Limited (NTECL), a JV company was formed w.e.f. 23.05.2003 in between NTPC Ltd., and Tamil Nadu Electricity Board (TNEB) with the intention of generation of electricity, Executives are seconded from NTPC Ltd., and TNEB to NTECL. The Executives of NTPC are governed by the Rules and Regulations of NTPC Ltd., and those of TNEB are governed by the TNEB Rules.

To carry out its day to day operations, NTECL has adopted various policies & procedures of NTPC including Delegation of Powers and systems and manuals etc. such as Service Rules, Conduct, Discipline and Appeal Rules, Finance and Human Resource Systems, Project and Contracts Management system, etc.

As per provisions of Section 619(3) of Companies Act, 1956, C&AG has powers to direct the manner in which company's accounts shall be audited by the Statutory Auditors and to give Statutory Auditors instructions in regard to any matter relating to the performance of its functions. In view of above, Statutory Auditors are required to comment upon Fraud Prevention Policy in its report to C&AG on annual accounts of the Company.

With a view to promote transparency in managing affairs of the Company and as a good Corporate Governance measure, the Company need to have a mechanism in place to report to the management about the unethical behaviour and actual or suspected fraud.

In the light of the foregoing and in view of the approach of NTECL in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect :

2. POLICY OBJECTIVES:

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:-

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with NHL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.

- (iii) To conduct investigations into fraudulent activities.
- (iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NTECL posted on secondment basis from NTPC and Engineers deputed from TNEB besides employees appointed by NTECL or engaged on adhoc/temporary/contract basis as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with NTECL.

4. DEFINITION OF FRAUD

“Fraud” is a willful act intentionally committed by an individual(s) – by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.”

5. ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

The list given below is only illustrative and not exhaustive:-

- (i) Forgery or alteration of any document or account belonging to the Company.
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and/or replacing it by a fraudulent note etc.
- (v) Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful loss(es) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:

- (i) All employees of NTECL posted on secondment basis from NTPC and TNEB and those appointed by NTECL or engaged on ad hoc/temporary/contract basis, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTECL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated by the competent authority. If, however, there is shortage of time, such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.
- (ii) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- (iii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records, documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the fraud/suspected fraud to the Vigilance Department of NTPC through CEO, NTECL, for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- (iv) Vigilance Department shall apprise Nodal Officer through CEO, NTECL of the result of the investigation undertaken by them. There shall be constant coordination maintained between the two.

8. RESPONSIBILITY FOR FRAUD PREVENTION:

- (i) Every employee of NTECL posted on secondment basis from NTPC Ltd. and TNEB and those appointed/engaged on ad hoc, temporary, contract basis, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTECL, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility / control. As soon as it learnt that a fraud of suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- (ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to:-
 - (a) Familiarise each employee with the type of improprieties that might occur in their area.
 - (b) Educate employees about fraud prevention and detection.
 - (c) Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.
 - (d) Promote employee awareness of ethical principles subscribed to by the Company through NTPC CDA Rules.
- (iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders /service providers / vendors /consultants etc. shall be required to certify that they would adhere to the Fraud Prevention Policy of NTECL and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud / suspected fraud as soon as it comes to their notice.

These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:

The Chief Executive Officer, NTECL shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed with the approval of Board of Directors.

BID SECURITY FORM

BANK GUARANTEE

(To be stamped in accordance with Stamp Act,
If any, of the country of the issuing bank)

Bank Guarantee No.

Date

To,

NTPC Tamilnadu Energy Company Ltd.,
Vallur Thermal Power Project,
Kuruvimedu Village,Ponneri Taluk ,
Vellivoyal Chavadi Post ,
Thiruvallur District,Chennai – 600103.

In accordance with Invitation for bids under your bid document no.....,M/s.....(***).....having its Registered/Head Office at..... (hereinafter called the ‘Bidder’) wish to participate in the said bid for(Name of work).....

As an irrevocable Bank Guarantee against Bid Security for an amount of **Rs. 10,00,000/- valid for 225 days from(date of bid opening)** required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents .

We, the.....(Name & address of the Bank)having our Head Office at(#).....guarantee and undertake to pay immediately on demand by NTPC Tamilnadu Energy Company Limited (hereinafter called the ‘NTECL’) the amount of **Rs. 10,00,000/- (Rupees Ten Lakhs only)** without any reservation, protest, demur and recourse. Any such demand made by the ‘NTECL’ shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder or any dispute pending before Court / Tribunal / or any other authority..

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

Notwithstanding anything contained herein above:-

1. Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupees)
2. This Bank Guarantee shall be valid up to and
3. We are liable to pay the guaranteed amount or any part thereof under this BG only and only if you serve upon us a written claim or demand on or before(calculate 90 days from the validity period).

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ 20____ at _____.

Signature
Bank's Rubber Stamp

Name _____
Designation with Signature
Bank Stamp

Authorised vide Power of
Attorney No.

Date

Note :

1. (#) - Complete mailing address of the Head office of the bank to be given
(**) - 225 days from the date of bid opening
(***) - Write the name and address of bidder
2. The BG should be prepared on non-judicial stamp paper / e-stamp paper of appropriate value as the Stamp Act prevailing in the state where it is executed. If BG is executed in one State and applicable in their state, stamp duty of both states should be verified and excess to be paid.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
4. Details of NTECL's bank account:

Bank Name : Corporation Bank
Bank Address : Gee Gee Emerald 1st Floor, 151, Village Road, Nungambakkam,
Chennai-600034
Account Title : NTPC Tamilnadu Energy Company Limited
Account No. : 510341000000563
IFSC Code : CORP0000577

CHECK LIST FOR FRESH BANK GUARANTEE'S (To be enclosed with bank guarantee)

Sr. No.	Details of checks	Yes/ No
01	Whether the BG bears the stamp of state in which it is executed	
02	Is the BG prepared on non-judicial stamp paper of appropriate value as per the Stamp Act prevailing in the State where the BG is executed. Whether excess/differential stamp duty is paid if BG is executed in one state and it is applicable in another state.	
03	Whether, date, purpose of purchase of stamp paper and name of the purchaser are indicated on the stamp paper/ or on the back of stamp paper under the signature of stamp vendor.	
04	Whether, the date of purchase of stamp paper is prior to date of execution of BG (A document should be stamped before it is executed).	
05	Whether the stamp paper is purchased either in the name of the executing bank or the party on whose behalf the BG is issued.	
06	If the BG issued on letter head of the bank, whether adhesive stamp of appropriate value has been affixed on it.	
07	Whether place of execution and date of execution of BG is mentioned at the end of BG.	
08	Whether the factual details such as LOA/Contact number, contract price, validity date of BG, claim period correctly mentioned in the BG.	
09	Whether the claim period/service of notice period is 90 days from the completion of validity date of BG.	
10	Whether any correction, over writings or addition and deletion authenticated under the signature and seal of two executing officers of the bank.	
11	Whether all pages of BG signed by two executing officers of bank with seal of the bank.	
12	Whether Name , Designation and POA number of two executing officers of bank clearly mentioned at the end of BG along with their signature and seal of the bank.	
13	Whether original BG is as per the prescribed format? Whether there is any deviations from the prescribed format and which affect the rights of the company.	
14	Whether the BG has been issued by the bank specified in contract documents	
15	Whether there is discrepancy between place of execution of BG and place of service of notice while executing original BG's	
16	Whether it is a BG for particular amount/single amount only instead of common BG for different amounts.	

THE BANKS FROM WHICH BANK GUARANTEES FOR EARNEST MONEY DEPOSIT CAN BE ACCEPTED

SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES BANKS

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. BhartiyaMahila Bank

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanalakshmi Bank Ltd.
4. Federal Bank Ltd.
5. Jammu & Kashmir Bank Ltd.
6. Karnataka Bank Ltd.
7. KarurVysya Bank Ltd.
8. Lakshmi Vilas Bank Ltd.
9. Nainital Bank Ltd.
10. Kotak Mahindra Bank
11. Ratnakar Bank Ltd.
12. South Indian Bank Ltd.
13. Tamilnad Mercantile Bank Ltd.

14. ING Vysya Bank Ltd.
15. Axis Bank Ltd.
16. IndusInd Bank Ltd.
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd.
20. Yes Bank Ltd.

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd.
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Credit Agricole Corporate & Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The Hongkong and Shanghai Banking Corporation Ltd.
12. HSBC Bank Oman S.A.O.G.
13. SocieteGenerale
14. Sonali Bank Ltd.
15. Standard Chartered Bank
16. J.P.Morgan Chase Bank, National Association
17. State Bank of Mauritius Ltd.
18. DBS Bank Ltd.
19. Bank of Ceylon
20. Bank Internasional Indonesia
21. A B Bank
22. Shinhan Bank
23. CTBC Bank Co. Ltd.
24. Mizuho Corporate Bank Ltd.
25. Krung Thai Bank Public Company Ltd.
26. Antwerp Diamond Bank N.V.
27. The Bank of Tokyo-Mitsubishi UFJ Ltd.
28. Australia &Newzealand Banking Group Ltd.
29. Sumitomo Mitsui Banking Corporation
30. American Express Banking Corporation
31. Common Wealth Bank of Australia
32. Credit Suisse A.G.

33. FirstRand Bank Ltd.
34. Industrial & Commercial Bank of China Ltd.
35. JSC VTB Bank
36. National Australia Bank
37. Rabobank International
38. Sberbank
39. UBS AG

40. United Overseas Bank Ltd.
41. Westpac Banking Corporation
42. Woori Bank
43. The Royal Bank of Scotland N.V.
44. Doha Bank Qsc

E. OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd.