

NTPC TAMILNADU ENERGY COMPANY LTD
(A Joint Venture of NTPC Ltd. and TANGEDCO)



CONTRACTS & MATERIALS DEPARTMENT
VALLUR THERMAL POWER PROJECT

BIDDING DOCUMENT

FOR

**“Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL
for a period of 02 years”**

Bidding Document No: NTECL / C&M / OT / CS - 4508

(This document is meant for the exclusive purpose of bidding against this Bid DocumentNo./Specification only and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

NTPC Tamilnadu Energy Company Limited**BID DOCUMENT NO: NTECL/C&M/OT/CS-4508 dated 16.01.2021****“Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL
for a period of 02 years”****INDEX**

Sl.No.	ITEM	DESCRIPTION
1	SECTION -I	Notice Inviting Tender (NIT), Brief Details, Other Terms & Conditions
2.	SECTION -II	Price Schedule / Bill of Quantities
3.	SECTION -III	Scope of Work
4	SECTION-IV	Special Conditions of Contract
5.	SECTION -V	Instructions to Bidders (ITB)
6	SECTION –VI	List of schedule, Qualifying Requirement Data, Vendor Data & NEFT form

SECTION – I**NTPC Tamil Nadu Energy Company Limited
Vallur Thermal Power Project****NOTICE INVITING TENDER (NIT)
(Domestic Competitive Bidding)**

Ref. NTECL / C&M /OT/ CS-4508

Date :16.01.2021

NTPC Tamilnadu Energy Company Limited (NTECL), a JV of NTPC & TANGEDCO invites sealed bids for its 3 X 500 MW Thermal Power Project at Vellivoyal Chavadi Post, Ponneri Taluk, Thiruvallur District., Chennai 600103, Tamil Nadu from eligible bidders who fulfill the Qualifying Requirements stipulated below, for the following package:

Description of work	Bid Security / Earnest Money Deposit	Contract period
Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL for a period of 02 years	Rs.1,00,000/-	24 (Twenty Four) Months

BRIEF SCOPE OF WORK:

The scope of the subject package envisages Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL for a period of 02 years.

QUALIFYING REQUIREMENTS:

A.	<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.29.70 lakhs (Rupees Twenty Nine Lakh Seventy Thousand)</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>
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B.	<p>The bidder in the preceding seven years prior to the date of techno-commercial bid opening should have executed contract(s) for operating Public/Private Service Buses on hire basis to companies/institutions, with</p> <p>i) Single (01) order, of executed value not less than Rs.23.76 lakhs (Rupees Twenty Three Lakh Seventy Six Thousand)</p> <p style="text-align: center;">OR</p> <p>ii) Two (02) orders, each of executed value not less than Rs.14.85 lakhs (Rupees Fourteen Lakh Eighty Five Thousand)</p> <p style="text-align: center;">OR</p> <p>iii) Three (03) orders, each of executed value not less than Rs.11.88 lakhs (Rupees Eleven Lakh Eighty Eight Thousand)</p>
C	The bidder should have Provident Fund code (PF code) number allotted by concerned Regional Provident Fund Authority.
D	The bidder should have GSTIN number issued by concerned authorities.
	Note : In case of award, ownership of vehicle shall be only on the name of the bidder and sub-letting of vehicle will not be permitted.

BRIEF DETAILS:

Bid Document No.	NTECL/C&M/OT/CS-4508 dated 16.01.2021
Description of Work	“Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL for a period of 02 years”
Cost of bid document	NIL
Earnest Money Deposit	Rs.1,00,000/-
Last Query date (Queries if any shall be entertained up to this date only)	25.01.2021
Submission of Bids (Both Techno-Commercial Bid and Price Bid) i.e. Envelope – I & II together.	01.02.2021 up to 1430 Hours
Techno - Commercial Bid Opening (Envelope - I)	01.02.2021 at 1500 Hours
The date of opening of Price Bid (Envelope - II) shall be intimated separately.	
Address for bid submission of Bids	Addl. General Manager (C&M), Contracts and Materials Dept., NTPC Tamilnadu Energy Company Ltd, Vallur Thermal Power Project, VellivoyalChavadi Post, Ponneri Taluk, Thiruvallur District Chennai - 600103, Tamilnadu.
Location of Tender box in NTECL Site office premises	Contracts & Materials Department Hall, NTECL Office Complex.

Contact Person.	S. Krishna Shankar Asst.Manager-ES (C&M), NTECL Mob. No : 7260814302 Email: skrishnashankar@ntpc.co.in
	Hariprasad S Sr. Manager (C&M), NTECL Mob. No : 9445002639 Email: hariprasads@ntpc.co.in

OTHER TERMS AND CONDITIONS:

1. Detailed specifications, Scope of work, Terms & conditions etc., are given in the bidding documents. Bid documents can be downloaded from tender websites www.ntpcntecjv.co.in / www.ntpctender.com, or can be obtained in person on request along with a copy of GST Registration (GSTIN)
2. **It is deemed that bidder shall accept all the terms and conditions mentioned in the tender documents without any deviation. For that the bidders are requested to accept the no deviation certificate for fulfillment of technical/commercial compliance. NO DEVIATION IS ACCEPTABLE TO NTECL.**
Any Clarification related to the scope, terms & conditions of contract may please be sought before last query date. Clarifications received after last query date from any bidder will not be entertained. Suitable clarification / reply will be given to bidders based on their query before scheduled BOD. After this stage, no deviation is acceptable to NTECL.
3. The bids shall be received up to due date & time of bid opening at the Site Office of NTECL and shall be opened on the date and time as stipulated above in the presence of bidders who wish to be present. **Only one authorized representative of the bidder shall be allowed for attending the tender opening.**
4. The bidding documents shall be issued to all bidders upon receipt of their request letter without prima-facie examination of qualification status. However, such issue of tender documents will not automatically mean that the bidders are considered qualified.
5. The qualification status shall be examined by NTECL during the process of evaluation and the decision of NTECL in this regard shall be final.
6. **BID SUBMISSION & OPENING:**
The bidder MUST ensure:
 - i) **All the required documents are enclosed appropriately. (Please DO NOT mention for any document that “*already submitted*” or “*will be submitted later on*” - these are not acceptable, failure to enclose relevant document may run the risk of their bid being rejected)**
 - ii) **“Qualifying Requirement (QR) Data” format MUST be filled properly along with supporting documents.**
 - iii) **The envelope(s) should be sealed properly.**

The bids are invited for aforesaid work/s under “**Single Stage Two Envelope**” Bidding system. The bid documents signed and stamped in all pages are to be submitted in two (02) separate sealed envelopes as detailed below:

ENVELOPE: I → (Techno - Commercial Bid)

- a. Bid security / Earnest Money Deposit (EMD)
- b. **No Deviation Certificate**
- c. Relevant Documents to meet Qualifying Requirements (QR) of the subject
Tender **along with Qualifying Requirement Data and vendor data (format enclosed).**
- d. Authority / Power of attorney on the person signing the bid.
- e. Copy of GST Registration (GSTIN) issued by concerned authorities. In case of exemption, supporting documents for claiming exemption under GST Act to be submitted.
- f. All other tender documents (except Price Schedule/Schedule of Items/BOQ) duly signed with name & designation and stamped on each page.

ENVELOPE: II → (Price Bid)

Price Bid (Price Schedule/Schedule of Items/BOQ) signed with name & designation and stamped on each page.

IT SHOULD BE CLEARLY INDICATED ON THE ENVELOPE WHETHER IT IS ENVELOPE - I OR ENVELOPE - II. THE CONTENT OF THE ENVELOPE/S SHOULD ALSO BE CLEARLY SUPERSCRIBED ON EACH ENVELOPE WITH THE NAME OF WORK, NAME OF BIDDER, BIDDERS ADDRESS & CONTACT NUMBERS, BID REFERENCE, CONTENTS AND DATE OF OPENING ETC.

The envelopes should be sealed properly.

All the above two sealed envelopes may be placed in another main envelope, the top of the main envelope **must** indicate, say →>>>>

ENVELOPE - I and ENVELOPE - II ARE AVAILABLE INSIDE.

ENVELOPE - I (Techno - Commercial Bid)	Shall be opened at 15.00 hours on the day set for submission of Bids.
ENVELOPE - II (PRICE BID)	The date of opening of Price Bids shall be intimated separately to the qualified bidders.

7. Earnest Money Deposit :-

- A. Bidder has to submit Earnest Money Deposit (EMD) of **Rs.1,00,000/-** along with the offer
- B. The EMD offered shall, at bidders option, be in the form of (i) Demand Draft/Pay Order/Bankers Cheque in favour of NTECL payable at Chennai or (ii) an unconditional and irrevocable Bank Guarantee (BG) from any of the banks specified in the bidding documents. The format of Bank Guarantee towards bid security shall be in accordance with the 'Proforma for BG' included in the bidding documents. While getting the Bank Guarantee issued, Bidders are requested 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. EMD for an amount less than or equal to Rs.50,000.00 shall not be accepted in the form of bank guarantee. EMD shall not be accepted in any other form.

- C. The bid security shall remain valid for a period of Two Hundred Twenty Five (225) days from bid opening date (i.e 180 days BG validity period + 45 days claim period)
- D. ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON RESPONSIVE AND RETURNED TO THE BIDDER WITHOUT BEING OPENED.
- E. Benefits to MSEs : 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 bidding documents free of cost and shall be exempted from paying Earnest Money Deposit.

The benefit as above to MSEs shall be available only for goods / services produced & provided by MSEs for which they are registered.

MSEs seeking exemption and benefits should enclose an attested / self certified copy of valid registration certificate, giving details such as validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

- 8. **The Price Bid/s of only those Bidders shall be opened who meets the Qualifying Requirements.**
- 9. The Bidder or duly authorized representative/s of the Bidder/s, who are present during Bid opening shall sign in the Bid opening register. **Only one authorized representative of the bidder shall be allowed for attending the tender opening.**
The Bidder or their authorized representative of the Bidder/s will be allowed to witness the tender opening (Authorization letter is required). Only one authorized representative of the bidder will be allowed for attending the tender opening. Without authorization letter, the bidder will not be allowed to witness the Bid Opening.
- 10. NTECL shall not be responsible for any postal delays resulting in non-receipt of request for tender documents/ original tender documents, bids etc. sent by post / courier.
- 11. Notwithstanding anything stated above, NTECL reserves the right to assess bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NTECL and decision of NTECL in this regard shall be final.
- 12. NTECL reserves the right to accept / reject any or all bids or Cancel / withdraw the Notice Inviting Tender (NIT) without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 13. Tender documents are not transferable.
- 14. NTECL reserves the right to extend the date for submission & opening of bids at its sole discretion.
- 15. Any change in Bidder's company name, address etc. should be communicated separately to NTECL with proof of change, reference etc. well before the due date for submission of tender.
- 16. The laws applicable to the contract shall be the law in force in India. The courts of Chennai alone shall have the exclusive jurisdiction in all matters arising under the contract.

17. If anywhere in the document Service tax/Taxes is mentioned, it shall be read as GST.

Address for Communication:

The AGM (C&M)
Contracts & Materials Dept,
NTPC Tamilnadu Energy Company Ltd
Vallur Thermal Power Project
VellivoyalChavadi Post,
PonneriTaluk, Thiruvallur District,
Chennai - 600 103.

OR The Sr. Manager (C&M)
Contracts & Materials Dept,
NTPC Tamilnadu Energy Company Ltd
Vallur Thermal Power Project
VellivoyalChavadi Post,
PonneriTaluk, Thiruvallur District,
Chennai - 600 103.

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**NTPCTAMILNADU ENERGY COMPANY LIMITED
VALLUR THERMAL POWER PROJECT(2×500MW+1X500MW)**

SECTION-II

SCHEDULE OF ITEMS / BOQ (Price Schedule)

for

“Hiring of Non-AC Bus (33 seater & 50 seater) at NTECL for a period of 02 years”

Bidding Document Ref: NTECL/C&M/CS-4508

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

Notes To Schedule of items/Bill of Quantities/ Price schedule:

1. Details of the item under this schedule shall be read in conjunction with the corresponding scope, terms and conditions, and other parts of tender documents.
2. Items of work provided in this schedule but not covered in the scope & terms and conditions shall be executed strictly as per description of item in this schedule and as per instructions of the Engineer-in-charge.
3. Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the bidder. In case of illegibility, the interpretation of the tender opening committee shall be final. All entries shall be in English language.
4. In the event of a discrepancy between description in words and figures quoted by tenderer, the description in words shall prevail.
5. In case of discrepancy between unit rate and corresponding amount of a particular item, the unit rate shall be taken as final and binding. Accordingly, the corresponding amount of a particular item will be recalculated and the amount so calculated shall be considered for evaluation.
6. The decision of the Engineer-in-Charge shall be final and binding on the contractor regarding clarification of items in this schedule with respect to the other sections of the contract.
7. The bidder before quoting for the job is expected to thoroughly familiarize himself with the conditions prevailing at NTECL's project site/Chennai city and access to site. In no case any claim of the contractor on account of the actual site conditions being different from what he has assumed in his tender shall be entertained by the owner and bidder's quoted rates shall be deemed to include for the same.
8. **Any Clarification related to the scope, terms & conditions of contract may please be sought before the specified last query date. Clarifications received after the said date from the agencies will not be entertained. Suitable reply will be given to agencies based on their clarification before scheduled BOD. After this stage, no deviation is acceptable to NTECL. No claim shall be entertained at a later date for any assumption /presumption made by him**
9. **GST shall be paid extra subject to its applicability and production of documentary evidence. Also bidders shall submit their HSN & SAC codes along with applicable GST rate.**
10. **All taxes & duties mentioned in the documents shall be read as GST.**

BILLOFQUANTITIES					
SI No	Description	Unit	Quantity	Rate / per month (Rs.)	Amount(Rs.)
1	Providing and operating one 50 seater Non AC Bus, make Ashok Leyland / Tata / Volvo Eicher, model 2019 or later, on hire basis for transportation of school going children to Chennai city and back for 12 hours duty for a period of 02 years including driver charges, maintenance charges, insurance, permit charges, taxes/duties (excluding fuel charges & GST) as per scope, terms & conditions and instructions of Engineer-in-charge. Average monthly running kilometers : 2600 Kms.	Month	24		
2	Providing and operating one 33 seater Bus, make Ashok Leyland / Tata / Volvo Eicher / Swaraj Mazda, model 2019 or later, on hire basis with RTO permit for commercial operation for 24 hrs duty with 02 drivers for a period of 02 years including driver charges, maintenance charges, insurance, permit charges, taxes/duties (excluding fuel charges & GST) as per scope of work, terms & conditions and instructions of Engineer-in-charge. Average monthly running kilometers : 5000 Kms.	Month	24		
TOTAL AMOUNT (Rs.)					

NOTE :-

1. GST will paid as extra by NTECL subject to its applicability and production of documentary evidence.
2. Fuel charges will be paid extra by NTECL on actual kilometers travelled based on certification of Engineer-in-Charge. The cost of fuel (Diesel) shall be reimbursed considering fuel consumption at the rate of 4 KMs per litre against BOQ Item No.01 and at the rate of 8 Kms per litre against BOQ Item No.02.
3. Against BOQ Item No.01, charges for extra hours beyond 12 hours duty shall be paid extra @ Rs.100/- per hour.
4. Toll charges, Parking Charges, Entry Tax shall be paid extra at actuals against submission of documentary evidence and based on certification of Engineer-in-Charge

Signature :
Name :
Designation :
Contact No/s.&Mail id :
Address (Company Seal) :

SECTION –III

SCOPE OF WORK

1. For BOQ Item No.1 (50 Seater Bus):

- 1.1 Providing & operating 01 (One) number Non –AC bus for transportation of CISF school going children to Chennai city and back for a period of 02 years on 12 Hrs duty basis inclusive of a) driver charges b) RTO permit charges for commercial operation c) Maintenance charges d) Insurance e) Taxes/duties (excluding GST) and exclusive of a) Fuel charges, GST, toll charges, parking charges, extra hour charges & out station charges as per terms & conditions of contract, compliance of all statutory requirements as per RTO & as per specifications below:

Seating Capacity	49+1 or more
Model	2019 or later (i.e. registration made on or after 1st January 2019)
Make	Ashok Leyland / Tata / Volvo Eicher or equivalent

- 1.2 The vehicle should be provided with the following :

- a) GPS for tracking the movement of vehicle. The same shall be constantly in working condition during the entire contract period.
- b) CCTV system with complete coverage of passenger compartment and with 01 (one) month recording back-up. The same shall be constantly in working condition during the entire contract period.
- c) First Aid Kit
- d) Emergency door/exit
- e) Good quality seating arrangements
- f) Curtains for glass windows
- g) Sufficient interior lighting arrangement
- h) Clock
- i) Drinking water provision

2. For BOQ Item No.2 (33 Seater Bus) :

- 2.1 Providing & operating 01 (One) number Non –AC bus for transportation of CISF,NTECL for a period of 02 years on 24Hrs duty basis inclusive of a) driver charges b) RTO permit charges for commercial operation c) Maintenance charges d) Insurance e) Taxes/duties (excluding GST) and exclusive of a) Fuel charges, GST, toll charges, parking charges & out station charges as per terms & conditions of contract, compliance of all statutory requirements as per RTO & as per specifications below:

Seating Capacity	32+1 or more
Model	2019 or later (i.e. registration made on or after 1st January, 2019),
Make	Ashok Leyland / Tata / Volvo Eicher/ Swaraj Mazda or equivalent

2.2 The vehicle should be provided with the following:

- a) First Aid Kit
- b) Emergency door/exit
- c) Good quality seating arrangements
- d) Curtains for glass windows
- e) Sufficient interior lighting arrangement
- f) Clock
- g) Drinking water provision

SECTION-IV
SPECIAL CONDITIONS OF CONTRACT

- 1.0** The Bus(es) deployed shall be of first registration of January 2019 or later date (the year shall be as the Model required) conforming to BS Norms and shall comply with all the statutory rules of RTO along with permit for commercial operations (REGISTERED AS COMMERCIAL VEHICLE) and FASTAG.
- 2.0 Period of contract:**
- 2.1 The initial period of contract shall be 24 months, which may be extended at the discretion of NTECL for a further period of 12 months at the same rate and terms and conditions on mutual consent, provided the services of the contractor were found satisfactory during the initial deployment period.
- 2.2 NTECL also reserves right to terminate the contract without assigning any reason by giving one month notice.
- 3.0 Deployment of Vehicles :**
- 3.1 The contractor shall provide the vehicle of model 2019 or later within 30 days of issue of LOA / Brief LOA. If the bidder decides to procure vehicle/s as per the tender specification after award of work, and then on specific request a grace period of 30 days shall be granted for procurement of vehicle for which contractor shall submit a declaration / undertaking.
- 3.2 In case the contractor avails the grace period of 30 days as above, the contractor must provide similar vehicle of Model 2019 or later from any source within 30 days of issue of LOA / Brief LOA. If the contractor fails to comply with the above conditions, the contract for the said vehicle/s shall stand terminated automatically and the EMD of the bidder will be forfeited.
4. **Ownership of the vehicle:** The vehicle/s deployed must be registered in the name of the contractor in case of proprietor firm or in the name of partner/s in case of partnership firm. NTECL shall not accept deployment of vehicle on lease basis and no vehicle shall be permitted without valid Commercial permit.
5. The Monthly hire charges shall be FIRM during the entire period of the contract and its extension if any inclusive of Insurance, Road Tax, Permit for commercial operations,(COMMERCIAL PERMIT, REGISTERED FOR COMMERCIAL PURPOSE) Driver charges, oil and lubricants, vehicle maintenance etc. but excluding cost of fuel , GST, Parking charges, Toll charges etc.
6. The contractor shall ensure that vehicle deployed to the company is in perfect Running condition and trouble free.
7. The following documents should be submitted to the Engineer in Charge before deployment of the vehicle:
- i) Copy of the registration certificate (showing ownership)
 - ii) Comprehensive insurance policy.
 - iii) Year of manufacture of the vehicle.
 - iv) Driving License of the Drivers.
 - v) Permit for commercial operation of the vehicle/s (valid taxi permit).
 - vi) Proof of Ownership
 - vii) Photocopy of PAN of Contractor/Agency
8. GST (only on service portion of the contract subject to its applicability), Parking charges, Toll tax shall be reimbursed on submission of documentary evidence that the contractor made the payment on these accounts to the respective authorities.

9. **Bills / Payments:** The contractor shall submit bills in all respect to the Engineer-in-Charge along with Log book/Travel detail slips on the first week of every month for the vehicle running pertaining to the previous month based on which payment will be released within 15 days on necessary certification of the Engineer-in charge. The contractor shall submit proof of GST Registration details to the Engineer-in-charge for reimbursement of GST payments.
10. **REIMBURSEMENTS:**
- (a) **Fuel Charges :**
- i) **For 50 Seater Bus :**The cost of fuel (Diesel) shall be reimbursed for the actual Kms run in a month based on the certification of Engineer-in-Charge. Fuel consumption shall be calculated at the rate of 4 Km. per litre and the diesel rate prevailing on the 1st day of each month shall be considered. The average monthly running kilometres for this vehicle shall be 2600 Kms
- ii) **For 33 Seater Bus :**The cost of fuel (Diesel) shall be reimbursed for the actual Kms run in a month based on the certification of Engineer-in-Charge. Fuel consumption shall be calculated at the rate of 8 Km. per litre and the diesel rate prevailing on the 1st day of each month shall be considered. The average monthly running kilometres for this vehicle shall be 5000 Kms
- (b) **Extra Hour charges (For 50 Seater Bus only):** Beyond 12 Hrs/day shall be reimbursed @ Rs.100/- per hour
- (c) **Out Station Charges (For both 50 & 33 Seater Bus):** Outstation charges shall be reimbursed @ Rs.150/- per night
11. EMD submitted by the contractor shall be converted into initial Security deposit. Further, Security deposit shall be recovered from each running bill payment as per GCC which will be released after completion of the contract.
12. **Indemnification:** the contractor shall indemnify and keep indemnified NTECL from all the claims arising out the contract execution other than those mentioned in BOQ, tender documents including third party claims, liability what so ever.
13. **Contract agreement:** The contractor shall enter into formal contract agreement with NTECL immediately on receipt of Letter of Award; unless the contract agreement is signed no payment shall be made to the contractor. The required documents for signing of the contract agreement shall be provided by the contractor.
14. **WORKING DAYS:** The contractor shall provide vehicle for all the days including Sundays and Holidays.
15. This transportation facility is meant only for CISF / NTECL Staff. Outside passengers shall not be allowed for travelling in the bus.
16. **Other Terms& Conditions:**
- 16.1 The drivers shall possess valid driving license, badge etc. as per the requirements under RTO rules and shall be adequately literate, medically fit, able to drive safely and to be able to maintain the log book. They shall maintain discipline and perform under the direction of the Engineer-in-charge. The contractor shall comply with all statutory obligations towards engagement of drivers; they shall be well behaved, polite and courteous to the officers and staff members.
- 16.2 The contractor shall instruct the driver to enter in the vehicle log book provided indicating the place of start, place/s of the journey performed, Kms. Travelled, reading (starting & ending), name and designation of officer who performed the journey along with his signature. Bills shall be processed with reference to the log book.
- 16.3 No accommodation shall be provided to the contractor or to their Drivers by NTECL.
- 16.4 Driver shall be provided with a minimum amount of Rs.1,000/- in cash all the times for minor maintenance works and to meet exigencies by the contractor.

- 16.5 The driver shall be provided with mobile phone for communication and shall carry the mobile phone and should be reachable over phone at all times during duty. The driver/s shall not use mobile phones while driving.
- 16.6 The driver/s shall not be allowed to be on duty if reported with alcoholic beverages or any other intoxicating substances consumed.
- 16.7 In case any of the driver/s does not behave properly or does not keep timings etc. NTECL reserves right to ask the contractor for replacement of the driver immediately.
- 16.8 The contractor alone shall be responsible and liable to meet all expenses towards hiring the services of driver/s to run their respective vehicle.
- 16.9 The contractor shall be responsible for all violations pertaining to traffic, accident, etc. and such claims shall be settled directly by the contractor and NTECL shall not be responsible for any proceedings or claims arising out of such claims.
- 16.10 **Change of vehicle:** The contractor shall not change the ownership of the vehicle during the currency of the contract. If the ownership changes due to the vehicle being unserviceable on account of accident or otherwise during the currency of the contract, the contractor shall provide alternative vehicle, owned by the contractor, conforming to the contract specification and shall also submit all the relevant documents pertaining to the replacement vehicle to the Engineer-in-charge for verification before the deployment.
- 16.11 The driver should carry all relevant documents like Original Registration, Copies of comprehensive insurance along with coverage for passengers, third party coverage, necessary permits as applicable for commercial operation, Environment Pollution Certificate, etc. The driver should be medically fit and should have valid driving license.
- 16.12 All major and minor repairs of the vehicle supplied on hire to the company shall be made by the contractor and company shall have no liability on this account.
- 16.13 The agency has to provide two number (02) of competent drivers for 33 Seater bus. The drivers shall be made responsible for day to day cleaning/minor maintenance/up keeping and they should maintain proper logbook on daily basis.
- 16.14 For safety of people, Tyres to be checked periodically and if required the same are to be replaced immediately.
- 16.15 Bus shall be deployed on all the days of contract period including Sundays and Holidays and will report to the Engineer-in-charge.
- 16.16 The vehicle (Bus) provided by the contractor on hire basis to the Company should be made available at the place and time as specified by Engineer-in-charge.
- 16.17 a) The 50 Seater Bus is meant only for children of CISF employees and the vehicle shall be utilized for pick-up & drop of school going children from NTECL township to Chennai city and vice-versa. However, the bus will be used for any other purpose during spare time as per requirement of the NTECL Management. Outside passengers shall not be allowed for travelling in the bus and the vehicle shall not be used for any other purpose by the contractor.
- b) The 33 Seater Bus is meant only for the movement of CISF personnel. However, the bus will be used for any other purpose during spare time as per requirement of the NTECL Management. Outside passengers shall not be allowed for travelling in the bus and the vehicle shall not be used for any other purpose by the contractor.
- 16.18 After duty hours the vehicle (buses) has to be kept at a place specified by Engineer-In-Charge in NTECL Township.
- 16.19 The vehicle which is in contract with NTECL during the contract period should not be used for any other commercial purpose or personal purpose by the contractor.

- 16.20 The contractor or his employees shall not at any time cause or permit any nuisance or damage to properties on the site and township and or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or residents and the public in general.
- 16.21 The persons (Driver) deployed by the contractor in the vehicles shall be paid wages by the contractor timely and in full as per the relevant statutes i.e. Driver- Skilled Category. Such wages shall not be less than the minimum rates of wages notified by NTECL minimum wages rules and subsequent notification issued from time to time.
- 16.22 The vehicle owner shall facilitate opening of savings bank account in the name of the Driver. Payment of wages shall be made to the driver through their SB Account only. NTECL shall in no way be responsible and liable for any claim that may arise out of such employment of the drivers with the contractors. Should at any stage NTECL be made responsible for any claim on this account, NTECL shall have the right to recover such amount and liability from the contractor in full.
- 16.23 The bio-data of Drivers including Voter ID Proof, Ration Card Proof or any of the valid proof of identity is to be collected and the bio-data form is to be sent to the police for verification and Police Verification Certificate to be produced to EIC.
- 16.24 Medical Fitness Certificate also to be submitted to EIC.
- 16.25 The driver should be in uniform or in well-dressed manner and should be courteous and well mannered. The driver should be conversant in local language. The vehicle should be cleaned regularly both inside and outside and kept in well maintained road worthy condition throughout the contract period.
- 16.26 The speedometer and odometer (running distance meter) shall be kept in perfect working condition.
- 16.27 The contractor shall be well versed and experienced and be able to handle issues with transport authorities and police on their own.
- 16.28 Income-Tax shall be deducted from all the payments due to be made, as per the Income Tax Act/Rules. The agency should submit documentary proof of PAN along with documents relating to the vehicle.
- 16.29 The Contractor shall be responsible for the safety of all personnel employed by them and responsible for payment of any compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.
- 16.30 The contractor shall obtain General Insurance for the drivers employed by them, which shall remain current and valid during the entire period of contract.
- 16.31 The contractor shall comply with various provisions of statutory laws relating to payment of wages, Provident Fund, etc., wherever applicable.
- 16.32 Laws Governing the Contract: This contract shall be governed by the Indian Laws for the time being in force and the Chennai Courts shall have exclusive jurisdiction.
- 16.33 Sub-Letting: No part of the contract shall be sublet without prior approval of the Engineer-in-charge nor shall transfer by Power of Attorney authorizing others to receive payment on behalf of the contractor.
- 16.34 Necessary Entry gate passes for drivers and vehicle for NTECL premises shall be applied by the agency well in advance and any Entry / Statutory fee to obtain such passes shall be borne by contractor. Agency shall be responsible to obtain such vehicle passes and to display the same whenever demanded.
- 16.35 The drivers shall maintain the log book as per NTECL's prescribed format. The daily running distance in KM shall be jointly confirmed by the bus drivers and representative of Engineer-in-charge as per actual meter reading of the buses at the reporting &relieving points. The extra distance to be traveled from reporting point & relieving point to Agency's garage/parking place if any shall be borne by the agency himself.
- 16.36 The agency has to arrange for keeping first aid kit and emergency door in the bus.

- 16.37 The agency has to ensure good quality seating arrangements, inside lighting , clock, music system, drinking water provision ,cleanliness in the buses.
- 16.38 The drivers should be familiar with Chennai city land marks , main roads and routes of Chennai.
- 16.39 The agency shall engage only competent drivers with valid Driving License. NTECL reserve the right to approve the performance of drivers at any time as deemed fit and in the event the driver's performance is found to be unsatisfactory the contractor should replace the drive suitably. The agency should not change their drivers frequently.
- 16.40 The NTECL is not liable for any claim on account of damages to the vehicle or injuries to the driver or payments due to the third party. The contractor shall be solely responsible of this account.
- 16.41 The contractor shall have to cover this risk adequately by insurance policy for which the corporation shall not accept any liability.
- 16.42 In the event of the contractor suffering on account of damage either to men or material, the contractor shall be liable to make good such loss in the manner as prescribed by the corporation from time to time.
- (a) The agency shall ensure that any vehicle hired should possess valid permit/license as may be required by the Road Transport authority .
- (b) Such permits should be maintained current and valid during the total period of contract.
- (c) The agency shall arrange to pay all taxes and dues to the Government from time to time and shall abide by statutory requirements for operating and providing such hire services.
- (d) The agency shall indemnify NTECL against all claims arising out such demands and NTECL takes no liability on this accounts.
- 16.43 The contract may be short closed on three (03) months notice to the contractor.
- 16.44 The tenderer shall comply with all statutory rules and regulations of M.V. Act. NTECL shall not take any liability in this regard.
- 16.45 NTECL shall pay monthly hire charges as may be finalized and stipulated in the Letter of award (LOA). In addition to monthly hire charges, extra hour charges for beyond 12 hrs of retention in a day in a month and any other charges as explicitly agreed and provided in the LOA will be paid by NTECL. All other financial implication in providing vehicle on hire to NTECL, shall be borne by the contractor. The contractor shall ensure all necessary permits, insurances etc., to provide and run the vehicle on road, on hire basis to NTECL and NTECL shall have no responsibility whatsoever other than the payment of charges and responsibilities explicitly agreed upon and mentioned in the LOA to be issued to the successful tenderers as may be decided by NTECL. It will be responsibility of the contractor to comply with all statutory provisions as per appropriate acts for providing vehicle and running the same on hire basis to NTECL.
- 16.46 The driver shall not take on board unauthorized passengers while on duty. The driver/s deployed shall obey/observe General Traffic rules including specific speed limit and shall not be rash and negligent in driving.

17. Compensation for Non-Compliance :

- a. The contractor shall ply vehicle/s as per program/ schedule given by Engineer-in-charge. Any non-compliance to the schedule, recovery at the rate of **02(two) times of the pro rata rate** or the expenses incurred towards this by NTECL whichever is higher. The decision of the Engineer-in-charge shall be final and binding on the contractor in this regard.
- b. In case of breakdown necessitating withdrawal of vehicle, the contractor shall provide replacement vehicle immediately with same make and model or later with the approval of officer/Engineer in charge for which no extra charge will be paid.

- c. Further, in case of continuous/frequent default of the contractor in providing vehicle with services as per the terms and conditions or not maintaining adequate fuel on any instance, Engineer-In-Charge may effect the recovery @ 2 (Two) times on pro-rata basis. Further the contract shall be liable for termination on this account if it is deemed fit by the Engineer in Charge.
- d. In the event of non-availability of vehicle at any time as per requirement of Engineer-in charge and/or in the event of failure of the contractor to perform any obligations under the contract, NTECL reserves the right to hire vehicles from any other agency at the risk and cost of the contractor and/or carry out any or all obligations at the risk and cost of the contractor and all expenditure thus incurred by the NTECL shall be reimbursed by the contractor and shall recover such expenditure from any payments due to contractor. The decision of the Engineer in charge shall be final and binding on the contractor.
- e. NTECL reserves the right to cancel the hiring of vehicle either due to poor service of vehicle or drivers or for any other reason whatsoever, without giving any prior notice.
- f. If the performance is found to be unsatisfactory or if the agency commits default in complying with any of the terms and conditions of contract, NTECL reserves the right to terminate the contract at any stage with or without any notice and engage vehicle from another agency at the risk and cost of the Contractor who was awarded with the work initially.
- g. If NTECL sustains any loss due to any action/incident caused by the contractor or their staff, the same shall be compensated by the Contractor as decided by NTECL. In case the Contractor fails to do so, NTECL reserves the right to recover such amounts either from the running bill or from the security deposit of the Contractor or any other payments due to the contractor against any other contract from NTECL.
- h. In the event of any accident / litigation to the vehicle, NTECL shall not be responsible for payment of compensation whatsoever to any of the parties involved and the contractor shall be solely responsible for any compensation under all circumstances arising out of such accidents and the contractor shall indemnify NTECL against such claim arising out of such accidents.
- i. The maximum amount of compensation towards non-compliance as above shall not exceed 10% of contract value.

18. Security Check:

- a) The contractor and his employees are liable to be physically searched at the time of entry / exit and also at any time needed by the Company's security personnel.
- b) Vehicles hired by NTECL shall also be liable for all such security checking at the gates of the plant as well as at other places as per requirements of NTECL. The contractor shall ensure strict compliance of this and shall co-operate with the Company's security personnel.

The Special Condition of Contract shall supersede the General Terms and Conditions (GCC) for O&M Works wherever discrepancy arises.

SECTION-V

INSTRUCTION TO BIDDERS

1. The work shall be executed for NTPC TamilNadu Energy Co. Ltd. Power Project site at Vellivoyal Chavadi Post of Ponneri Taluk of Thiruvallur district, State of Tamil Nadu India. It is at a distance of about 20 kms from Chennai city.
2. The work shall be executed in accordance with Specifications, Special terms & conditions, CPWD detailed specifications (as amended up to date) & IS specifications and the method of measurement will be in accordance with CPWD practice as outlined in CPWD Schedule of Rates (amended up to date) unless otherwise specifically mentioned in the specifications enclosed along with the tender documents. The General Conditions of Contract shall form part of the contract.
3. The contractor/bidder should get themselves familiar with the site conditions in advance where the works are to be executed.
4. **Bid Validity:** The offer shall be kept valid for acceptance for a period of **180** days from the date set for opening of tenders and EMD shall be kept valid and operative for a period of **225** days from the date set for opening of tenders. During the validity period the tenderer agrees not to vary, alter or revoke his tender either in whole or in part. If the tenderer, however, fails to keep his tender valid for above period, the Owner shall be entitled to forfeit the EMD amount without any notice or proof of damage.
5. The bidders shall quote their rates on **FIRM PRICE** basis.
6. The contractor shall be liable to comply with provisions under the various labour legislation. Besides other obligations under the labour legislation, he is required to ensure payment of Minimum Wages under the Minimum Wages Act, grant of leave as per the notification of Chief Labour Commissioner, Provident fund under the Provident Funds Act, Compensation under the Workmen Compensation Act, Maternity leave under Maternity Benefit Act, retrenchment compensation etc.. The Contractor shall indemnify the Corporation against all claims, damages, compensations, damages on account of his failure to comply with statutory provisions.
7. The contractor will have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Government of Tamil Nadu from time to time applicable for the project site.
8. In case of any conflict amongst the various conditions between GCC and SCC, the conditions of SCC shall govern.
9. In case of discrepancy between Schedule of Quantities, the specifications and/ or the drawings, the following order of preference shall be observed.
 - a) Description in Schedule of Quantities.
 - b) Particular Specification & Special Conditions, if any.
 - c) Drawings.
 - d) General Specifications.
10. The work shall be performed in time and to achieve the targets, the Contractor shall plan for adequate mobilisation of all required resources. All the contractor's activities shall be performed and completed strictly in accordance with agreed work schedule. The Engineer-in-Charge, shall, however, have the right to review the progress and modify the work schedule suiting the site conditions and the Contractor shall be required to complete their activities in accordance thereof without any extra cost to NTECL.
11. **Construction Water & Construction Power:**
 - a) **Water will not be provided** by NTECL and contractor shall make their own arrangement for the same within their quoted rate.
 - b) **Power shall be provided** by NTECL at one point free of cost. The contractor shall tap from this point through a proper mains board. However in the event of unsatisfactory quality of this power, the Contractor shall make their own arrangements for power of required quality, at no extra cost to NTECL.

12. **All brought out items required for execution and completion of the entire scope of work shall be supplied by the contractor at their own cost unless it is specifically mentioned regarding owner issue of material on free of cost, if any, in the tender document. Contractor shall obtain prior permission of Engineer-in-Charge before placing order for all materials. The materials procured by the Contractor should confirm to relevant Indian Standard code, quality checks etc.**
13. The contractor should arrange sufficient number of Tools & plants as directed by Engineer-in-Charge during execution of work.
14. The Contractor shall maintain an account with a nationalised/scheduled bank for the purpose of payments received under the Contract(s) being executed at NTECL Power Project and for utilisation of payments received from NTECL for disbursement to sub-contractors, sub-vendors etc. of the Contractor. The Contractor shall maintain separate books of accounts for all payments under this contract and NTECL shall have access to these at all times and it shall be controlled by Resident Finance/Accounts officer of the Contractor.
15. The award of work under this Contract shall be on “Works Contract Basis”. The Contractor shall be responsible for payment of any tax levied on the transfer of property in goods involved in the “Works Contract” under Tamil Nadu State Government Sales Tax Act and the rules made there under including amendments if any. This liability shall be to the Contractor’s account and it shall not be reimbursed by NTECL.

Tax deductions at source shall be made as per laws prevalent in the country. It will be incumbent upon the Contractor to obtain a registration certificate as a dealer under the Local Sales Tax Act and the Central Sales Tax Act and necessary evidence to this effect shall be furnished by the Contractor to NTECL. Sales Tax on the transactions between the Contractor and his Sub-contractors/Vendors etc. shall not be reimbursed by NTECL.

The contractor shall be responsible for any taxes that may be levied hereinafter on the transactions between Contractor and NTECL.

16. The Contractor shall be liable and responsible for the payment wherever payable, of the taxes, import duties, tolls, octroi duties, excise duty, levies, entry tax, Cess, Royalty, Seignorage Charges etc. on all materials and articles that he may use for this work. The quoted rates will be deemed to have included all financial implication towards all taxes except **GST** which shall be paid extra on supply & service portion of the contract subject to its applicability and submission of documentary evidence. Further any increase in the aforesaid taxes, import duties, tolls, octroi duties, excise duty, levies, entry tax, cess, Royalty, Seignorage charges etc. that may arise during the currency of the contract shall not be paid to the Contractor by NTECL.
17. NTECL shall be entitled to deduct taxes at source from all the payments to be made to you in accordance with the Indian Tax Laws and Rules as applicable from time to time and deposit it with the concerned Government Authorities within the prescribed time. The contractor shall be required to submit the PAN details to the Engineer-in-charge before submission of the first bill.
18. The Contractor shall prepare and finalise in consultation with NTECL, a detailed Contract coordination procedure within 10 days from the date of issue of Letter Of Award for the purpose of execution of contract. The Contractor shall have to attend all the meetings at his own cost with NTECL or Consultants of NTECL during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.
19. The Contractor shall enter into a Contract Agreement with the Owner as per Prescribed proforma enclosed within thirty (30) days from the date of Letter of Award or within such extended time, as may be granted by the owner. The Contractor shall provide for signing of the Contract agreement, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract agreement is prepared and executed, the Letter of Award read in conjunction with the Bidding Documents will constitute a binding contract. Unless and until the Agreement is signed as above, no payments under the Contract as per Clause 51 and 52 of Section-III of the General Conditions of Contract for O&M Works (GCC) shall be released to the Contractor. The date of execution of contract agreement shall not alter the date of start of the contract.

20. The Agreement will be signed in two originals and the Contractor shall be provided with one signed original will be retained by the Owner. The documents require for signing the agreement shall be provided by the contractor. (Affidavit / Partnership deed / power of Attorney, PAN etc.)
21. The Contractor shall make his own arrangement for approach to the work site and for movement of men, machinery, materials, other equipment etc. required for carrying out the work included under this contract.
22. The Owner reserves the right to hand over the site in parts progressively to the Contractor. The Contractor will be required to do work on such released fronts in parts without any reservation whatsoever.
23. The Contractor shall make necessary arrangement to prevent pollution in any form including the water in any stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the work.
24. The Contractor shall depute qualified and experienced personnel for administration and execution of the Contract at site.
25. If the last date of submission of bid and date of bid opening coincides with a holiday, the date will be shifted to the next working day.
26. NTPC Tamil Nadu Energy Co. Ltd. shall not be responsible for any loss / postal delays / Non-receipt of request for tender documents, original tender documents, bids etc. sent by post / courier.
27. **Earnest Money Deposit :-**
 - A. The **EMD** offered shall, at bidders option, be in the form of **(i) Demand Draft/Pay Order/Bankers Cheque in favour of NTECL payable at Chennai or (ii)** an unconditional and irrevocable Bank Guarantee (BG) from any of the banks specified in the bidding documents. The format of Bank Guarantee towards bid security shall be in accordance with the 'Proforma for BG' included in the bidding documents. While getting the Bank Guarantee issued, Bidders are requested 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. EMD for an amount less than or equal to Rs.50,000.00 shall not be accepted in the form of bank guarantee. EMD shall not be accepted in any other form.
 - B. The bid security shall remain valid for a period of Two Hundred Twenty Five (225) days from bid opening date (i.e 180 days BG validity period + 45 days claim period)
 - C. **ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON RESPONSIVE AND RETURNED TO THE BIDDER WITHOUT BEING OPENED.**
 - D. **Benefits to MSEs :** 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 bidding documents **free of cost and shall be exempted from paying Earnest Money Deposit.**
The benefit as above to MSEs shall be available only for goods / services produced & provided by MSEs for which they are registered.
MSEs seeking exemption and benefits should enclose an attested / self certified copy of valid registration certificate, giving details such as validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
28. No interest will be payable by NTECL on the amount covered under EMD / other security documents.
29. Bid Security / Earnest money Deposit(EMD) shall be forfeited on the following grounds:
 - a. On revocation / varying / alteration of the tender, (or)
 - b. On refusal to enter into a contract after the work is awarded to a contractor, (or)

- c. If the work is not commenced after the work is awarded to a contractor within the stipulated period as mentioned in the scope of work, terms and conditions of Letter of Award.
- d. If the Bidder refuses to withdraw, without any cost to the Owner, any deviation found elsewhere in the Bid, or
- e. In the case of the successful Bidder, if the Bidder fails within the time limit specified in Bidding Documents to furnish the required Security Deposit in accordance with Clause 9.0 of General Conditions of Contract for Civil Works.
- f. If the bidder / his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.

30. Language of the Bid :

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

31. Signature of Bids:

- (i) The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed with his usual signature. The names of all persons signing the bid should also be written or printed below the signature.
- (ii) Bids by corporation/company must be signed with legal name of the corporation / company by the president, Managing director or by the secretary or other persons authorised to bid on behalf of such corporation / company. The proof of authority of the person signing the tender must be enclosed along with the other required documents with the bid.
- (iii) All the cuttings / over writings / changes in the bid shall be duly initialed

32. Form of Submission of Bids:

All the documents issued to the bidder including covering letter should have signed and stamped in all pages.

- 33.** While filling up the rates/amounts, the Bidder shall ensure that there is no discrepancy in the unit rates/amounts stated in figures and words in original & copy of the original. In case of such a discrepancy, the rate/amount mentioned in the “Original Copy” of the Schedule of Items shall be taken as final and binding. The rates/prices should be quoted in figures as well as in words as given in the enclosed price bid proposal sheet (Schedule of items/BOQ/Price schedule). In case of discrepancy between unit rate and corresponding amount of a particular item in the original copy, the unit rate shall be taken as final and binding. Accordingly, the corresponding amount of a particular item will be recalculated and the amount so calculated shall be considered for evaluation. In case of discrepancy between the unit rate stated in figures and the unit rate stated in words, the unit rate stated in words shall be final and binding. In case of discrepancy between grand total as indicated by bidder and total price computed based on unit rates, then the bid price as computed from the unit rates shall be considered for the purpose of evaluation and award. Each page of the original bidding documents and the photocopies of the original shall be signed.

- 34. The bidders are advised to ensure that the bids are submitted in the manner explained above. The tenders not accompanied by Earnest Money shall not be accepted and will be returned without opening.**

The bidders are required to submit their bids complete in all respect in the tender box well before the last date and time set for submission of Bids.

Addressed to	Location of tender box
Addl. General Manager (C&M) Contracts and Materials Dept NTPC TamilNadu Energy Company Ltd Vallur Thermal Power Project, VellivoyalChavadi Post Ponneri Taluk, Thiruvallur District Chennai – 600103 (TN)	Contracts & Materials Dept. Hall, NTECL Office Complex. (Site Office)

Nearest railway station : **Athipattu Pudhu Nagar**
 (Chennai Central to Gumudipundi / Nellore line
 - approximately 20 Km. From Chennai central)

35. Bid Opening:

Bids shall be opened in the presence of those bidders who wish to be present at the NTECL site office at the address mentioned above.

ENVELOPE – I (Techno - Commercial Bid)	Shall be opened at 15.00 hours on the day set for submission of Bids. (After confirmation of Valid EMD)
ENVELOPE – II (PRICE BID)	The date of opening of Price Bids shall be intimated separately.

36. Transfer of bid documents purchased by one intending bidder to another is not permissible.

37. Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) items:

If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be having a variation of +/-25% or above in relation to Employer's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).

After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/NTPC may require that amount of Performance Security be increased at the expense of the recommended bidder by 25% of the value of variation in respect of ALR item, to protect Employer against financial loss in the event of default by the contractor under the contract, to carry out such low rated items of works if award is placed on recommended bidder. Further, the Employer/NTPC may require the contractor to provide a suitable undertaking to execute the items of works to complete the entire work under the contract.

The items for which performance security is enhanced shall be identified separately in the contract. Upon execution of such identified items, the enhanced value of Performance security will be reduced every three months on a pro-rata basis.

38. No Deviations: Bidders may note that any deviations, variations and additional conditions found anywhere in the bid (Techno Commercial Bid & Price Bid) save those pertain to any rebates/discounts shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, anywhere in the bid, failing which the Bid Security of the Bidder be forfeited.

Bidders are requested to accept the no deviation certificate for fulfillment of technical/commercial compliance. NO DEVIATION IS ACCEPTABLE TO NTECL.

Any Clarification related to the terms & conditions of contract may please be sought before the last date for seeking clarifications mentioned in the tender document. No clarifications received after due date for seeking clarifications from the agencies will be entertained.

39. Special attention of the Bidder is drawn to the provisions of the following clauses of General Conditions of Contracts for O&M Works (GCC).

- a. "Earnest Money"
- b. "Security Deposit"
- c. "Compensation for delay"
- d. "Defect Liability Period"
- e. "Terms of Payment " and "Loans
- f. Governing Laws
- g. Taxes, duties, levies
- h. Contract Performance Guarantee(CPG)
- i. Liquidate Damages (LD) for delay
- j. Delivery schedule / Contract Period / Completion Schedule
- k. Settlement of disputes

Bidder may please note that no deviation whatsoever to the above conditions shall be permitted by the Owner and therefore the bidders are advised that while developing prices, the above conditions may appropriately be taken into consideration especially with respect to their effect, wherever applicable, on the cash flow projections during the execution of the contract.

40. The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may affect the works or the cost thereof. If any bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation / clarification to the owner in duplicate. The owner, then, will issue interpretation and clarifications as he may think fit in writing. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the Bidder's proposal.
41. The contractor shall supposed to have included the cost of insurance of their employees in their awarded rates.
42. The agency shall discharge all statutory liabilities within their awarded rates.
43. **Surety for Materials:**
 - (i) Apart from other required security, watch & ward etc., the cost of owner issue materials if any shall be secured by Indemnity bond to be furnished by the contractor in NTECL's prescribed proforma if asked for during execution work for maximum quantity of various owner issue materials which can be custody with the contractor at any point of time.
 - (ii) If at any stage , material in excess of the quantity envisaged as per indemnity bond are required by the contractor , the same excess quantity can be issued only after the value of the indemnity bond is correspondingly increased and/or the contractor agrees to the deduction of amount of such excess quantities from his running bills under the contract.
 - (iii) In case owner issue materials are allowed to be taken out from the project site with the specific written approval of NTECL the materials shall be secured against the submission of acceptable bank guarantee from a nationalised/scheduled bank for an amount equal to 1.5 times the approximate max. rates specified for the value of materials issued or market value in case no value is specified and with validity of bank guarantee for such periods as may be directed by the Engineer-in-charge.
44. **Laws Governing the Contract :** The contract shall be governed by the Indian Laws for the time being in force and the Chennai Courts shall have exclusive jurisdiction”.
45. Notwithstanding anything stated above, NTPC Tamil Nadu Energy Co. Ltd. reserves the right to assess bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NTPC Tamil Nadu Energy Co. Ltd. and decision of NTECL in this regard shall be final.
46. These documents are meant for the exclusive purpose of bidding against this tender only.
47. At any time prior to the deadline for submission of bids the NTECL may for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding documents. The amendment will be notified in writing to all prospective bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information-contained therein have been taken into account by the bidder in its bid. In order to afford, prospective bidders reasonable time in which to take the amendment into account in preparing their bid, NTECL may, at its discretion, extend the deadline for the submission of bids.
48. NTECL reserves the right to accept/reject any or all bids or combine/split the work or cancel/withdraw the Invitation to Bid without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
49. **BID EVALUATION**

NTECL shall award the contract to the successful bidder whose bid has been determined to be substantially response and to be Techno-Commercial evaluated lowest bid evaluation shall be carried out on overall basis in conformity with the requirement of tender conditions.

50. FRAUD PREVENTION POLICY

- a. The Bidder” along with its associate/ collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer available on NTECL website <http://www.ntecjv.co.in> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. A undertaking to this effect shall be furnished by the bidder along with his bid.
- b. The contractor along with their associate/ collaborator/ subcontractors/ sub vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of the Employer enclosed along with the tender documents.

The contractor along with their associate/ collaborator/ subcontractors/ sub vendors / consultants / service providers shall observe the higher standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

51. POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS

The employer has in place a policy for withholding and Banning of Business Dealings available on NTECL website <http://www.ntecjv.co.in>. Business dealings may be withheld or banned with the bidder/contractor on account of any of the grounds and following the procedures as detailed in the said policy for withholding and Banning of Business Dealings.

Declaration on policy for withholding and Banning of Business Dealings duly filled in as per Employer’s format as enclosed with Bidding documents shall be furnished by the bidder along with his bid.

52. INELIGIBILITY FOR PARTICIPATION IN FUTURE TENDERS

- (i) 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 NTECL for a period of 6 months from the date of withdrawal of the bid.
- (ii) 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.

53. CONFLICT OF INTEREST

- 1. Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding
- 2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids
- 3. Either Authorised Dealer/Indian agent on behalf of the OEM/Principal or OEM/Principal itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 4. If an Authorised Dealer/Indian agent submits bid on behalf of the OEM/Principal, the same Authorised Dealer/Indian agent shall not submit a bid on behalf of another OEM/Principal
- 5. Violation of the above clauses shall lead to disqualification of bid"

---- X -----

SECTION - V

LIST OF SCHEDULE

S.No.	SCHEDULE	Description
	QR DATA AND VENDOR DATA FORM	
1.	SCHEDULE- A	No Deviation Certificate
2.	SCHEDULE-B	Power of Attorney of Bidder
3.	SCHEDULE-C	Format of Bid Security in the form of BG
4.	SCHEDULE-D	Bank Guarantee Verification Checklist for Bid Security/EMD
5.	SCHEDULE-E	List of Banks for Bid Security/EMD
6.	SCHEDULE-F	Format of Extension of Bank Guarantee
7.	SCHEDULE-G	Acceptance of Fraud Prevention Policy
8.	SCHEDULE-H	Declaration on Banning Policy
9.	SCHEDULE-I	Performa of Certificate to be submitted by CEO/CFO

QUALIFYING REQUIREMENT DATA AND VENDOR DATA

(To be submitted by the bidder along with their Bid in Envelope – I, the bidder shall put serial number in their documents being submitted in support of QR)

QUALIFYING REQUIREMENT DATA:

A. Financial Criteria:

We confirm that our average annual turnover in the last 03 financial years ending 31.03.2020 is not less than Rs. **29.70** (in Lakhs) as detailed below:

Sl. No.	Financial year	Turnover (INR in Cr. / Lakhs) as per audited balance sheet	Enclosed at page No.
I	2017 – 18		
li	2018 – 19		
iii	2019 – 20		
	Average annual turnover		

Name of the auditor	
Auditor's Registration No.	

B. Technical Criteria:

We have executed contracts for operating Public/Private Service Buses on hire basis to companies/institutions, with

(i) *ONE Order of executed value not less than Rs. 23.76 Lakhs.

Sl No	Description of work	To whom the work executed	Order No. & date	Copy of Order / PO / LOA enclosed at page	Order value (INR in Cr. / Lakhs)	Executed value (INR in Cr. / Lakhs)	Completion Certificate enclosed at page	Execution period (from _ to _)	Completion Certificate issued by	Completion Certificate No. & Date

(OR)

(ii) *TWO Orders, each of executed value not less than Rs. 14.85 Lakhs

Sl No	Description of work	To whom the work executed	Order No. & date	Copy of Order / PO / LOA enclosed at page	Order value (INR in Cr. / Lakhs)	Executed value (INR in Cr. / Lakhs)	Completion Certificate enclosed at page	Execution period (from _ to _)	Completion Certificate issued by	Completion Certificate No. & Date

(OR)

(iii) *THREE Orders, each of executed value not less than Rs. 11.88 lakhs

Sl No	Description of work	To whom the work executed	Order No. & date	Copy of Order / PO / LOA enclosed at page	Order value (INR in Cr. / Lakhs)	Executed value (INR in Cr. / Lakhs)	Completion Certificate enclosed at page	Execution period (from _ to _)	Completion Certificate issued by	Completion Certificate No. & Date

QR Criteria		Registration No.	Enclosed at page no.
C.	PF Registration		
D.	GST Registration		

VENDOR DATA:

1	Name of the Organization		
2	Address		
	City		
	State		
	Pin Code		
3	Telephone No/s. (with STD code)		
4	Fax Nos.		
5	Contact Mobile No/s.	Contact person/s	Mobile No/s
6	E-mail Address		
7	Web Address		
8	Nature of Firm (Please (✓) tick appropriate one)		Proprietary
			Partnership
			Pvt. Ltd / Public Sector / Co.
			Other/s (please specify)

Sign & Seal of the Bidder

			Enclosed at page No/s.
9	ESI Registration. (Enclose copy)		
10	PAN (Enclose copy)		
11	Authority of the person for signing the BID must be enclosed (Power of Attorney / Affidavit / Partnership Deed / Resolution passed by Board of company if any, whichever is applicable)		
12	Legal Name of the person Signing the BID. (with Mob. No/s.)		

Signature:	
Name:	
Designation:	
Company Seal	

Sign & Seal of the Bidder

ANNEXURE-A

NO DEVIATION CERTIFICATE
(To be uploaded in Pre-Qual / Technical Cover / Envelope)

To,

NTPC Tamilnadu Energy Company Ltd,
Vallur Thermal Power Project,
Site Office: Vellivoyal Chavadi Post,
Ponneri Taluk, Thiruvallur District
Chennai - 600103, Tamilnadu

Sub : Tender for " _____ **"**

Dear Sir

With Reference to our Tender Enquiry
No..... dated
..... for.....

..... [Insert Name of the Package], we hereby confirm that we comply with all terms, conditions and specifications of the bidding document 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.

We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to bidding documents and its Amendment(s)/ Clarification(s)/ Addenda/Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid/ or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

Date : (Signature)

Place : (Name of Authorised person :
having power of attorney

(Designation).....

Common Seal).....

Sign & Seal of the Bidder

ANNEXURE-B

DETAILS OF PF, ESI, PAN and GST REGN.

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Tamilnadu Energy Company Ltd,
 Vallur Thermal Power Project,
 Site Office: Vellivoyal Chavadi Post,
 Ponneri Taluk, Thiruvallur District
 Chennai - 600103, Tamilnadu

Dear Sir

The details of our registration are as under:

(a) PF NO: (if asked for in the tender)

The PF no . allotted by concerned RPFC Under EPF scheme 1952 is as under:

PF NUMBER	
------------------	--

Note: Copy of PF registration certificate issued by the concerned RPFC duly attested by the bidder under his seal and signature to be submitted.

(b) ESI registration number, if applicable (*If asked for in the tender*)

Our ESI registration number to cover our employees under the ESI Act:

ESI REGISTRATION NUMBER	
--------------------------------	--

Note: Copy of ESI registration duly attested by the bidder under his seal and signature to be submitted

(c) 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.

(d) GSTIN, if applicable:

Our GSTIN is

GSTIN (location)	
GSTIN (location)	
GSTIN (location)	

Note : Copy of registration to be enclosed.

Date :
PlaceSignature :
Name :
Designation :
Company Seal :**Sign & Seal of the Bidder**

ANNEXURE-C

DECLARATION TOWARDS ACCEPTANCE OF FRAUD PREVENTION POLICY

To,

NTPC Tamil Nadu Energy Company Limited,
Chennai

**Sub.: Tender for “-----

-----”**

As advised in your tender document, we have read the contents of the Fraud Prevention Policy of NTECL on its website <http://www.ntpcnteljv.co.in/> and undertake that we along with our associates/collaborators/ sub-contractors /sub-vendors /consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTECL.

Yours faithfully,

Date:

Place:

Signature.....

Printed Name.....

Designation.....

Common Seal

Sign & Seal of the Bidder

ANNEXURE-D

DECLARATION TOWARDS ACCEPTANCE OF BANNING POLICY

To,

NTPC Tamil Nadu Energy Company Limited,
Chennai

Sub.: Tender No. ----- Dated _____ for
“-----”

1. We have read the contents of the Banning Policy of NTECL displayed on its website <http://www.ntpcntecljv.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 Govt of India or Govt. of Tamil Nadu or NTPC Limited.
 - b. We have not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offenses.
 - c. Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offenses involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government or NTECL or NTECL's holding companies during the last five years.
2. We further declare that if at any point subsequent to award of contract, the declarations given above are found to be incorrect, NTPC Tamil Nadu Energy Company 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/Security Deposit.

Yours faithfully,

Date:

Place:

Signature.....

Printed Name.....

Designation.....

Common Seal.....

Sign & Seal of the Bidder

SCHEDULE-E

Power of Attorney to be attached by Bidder

IMPORTANT

There is no specific format for Power Of Attorney (POA); however, the POA holder is considered as a legal representative of the contractor to fulfill the contractual obligations. The POA holder shall be a regular Employee / Partner / Director only. The relation of the contractor's representative with the contractor such as regular Employee / Partner / Director etc should be clearly brought out in the Power of Attorney (POA).

Sign & Seal of the Bidder

SCHEDULE-F

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial stamp paper of appropriate value)

Date.....

Bank Guarantee No.

To:
 NTPC Tamil Nadu Energy Company Ltd, (NTECL),
 Vallur Thermal Power Project,
 Vellivoyal Chavadi – Post,
 Ponneri Taluk, Thiruvallur District,
 Chennai - 600 103

In consideration of NTECL Ltd., having its Registered Office at NTECL Bhawan, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110 003 (hereinafter called the "Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued an Invitation for Bids under Bidding document No. M/s* having its Registered/Head Office at (hereinafter called the "Bidder") who wishes to participate in the said bid for, an irrevocable and unconditional Bank Guarantee against Bid Security for an amount of Rs..... valid upto is required to be submitted by the Bidder in lieu of cash deposit as a condition precedent for its participation in the said bid. We, the bank incorporated under law and having one of our branches at and having our Registered Office/Head Office at(address) do hereby unconditionally and irrevocably guarantee and undertake to pay to the "Employer" immediately on demand without any demur, reservation, protest and recourse to the extent of the said sum of Rs. (Rupees only). Any such claim/demand made by the said "Employer" on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto If any further extension of this guarantee is required, the same shall be extended to such required period(s) on receiving instructions from M/s* on whose behalf this guarantee is issued.

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

Notwithstanding anything contained herein :-

1. Our liability under this Bank Guarantee shall not exceed **Rs.-----/(Rupees----- only**
2. This Bank Guarantee shall be valid upto -----; 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 validity period).

Sign & Seal of the Bidder

Yours faithfully,

Witness :

1.-----

(Signature)-----

2.-----

(Name) -----

3.-----

(Designation with Bank Seal-----
(Official Address)

Stamp -----
Power of Attorney No. -----

Date : -----

Note :

1. (*) Write the name and addresses of all the Joint Venture partners, in case the Bid is submitted by a Joint Venture in terms of Qualifying Requirements.
2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank / Bidder.
4. 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.

Sign & Seal of the Bidder

SCHEDULE-G

BANK GUARANTEE VERIFICATION CHECK LIST

- 1. Bank Guarantee No. & Date :
- 2. Name of Issuing Bank :
- 3. Amount of BG :
- 4. Nature of BG & No. of Pages :
- 5. Validity of BG :
- 6. Vendor Reference :

Name

Address.....

Telephone

Fax

Email

7. Bank Reference

Name

Address.....

Telephone

Fax

Email

S.No	Details of Checks	Yes/No
1	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank	
4	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No., on the BG?	
5	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	

Sign & Seal of the Bidder

6	Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?	
7	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8	Are the factual details such as Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Sign & Seal of the Bidder

SCHEDULE - H

BANK LIST FOR BANK GUARANTEE

A STATE BANK OF INDIA

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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi 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. RBL Bank Limited
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
21. IDFC Bank Limited
22. Bandhan Bank Limited

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
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. CréditAgricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.

Sign & Seal of the Bidder

10. Deutsche Bank A.G.
11. The HongKongShangai Banking Corporation Ltd
12. SocieteGenerale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Australia &Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Credit Suisse A.G.
30. FirstRand Bank Ltd.
31. Industrial & Commercial Bank of China Ltd.
32. JSC VTB Bank
33. National Australia Bank
34. CooperatieveRabobank U.A.
35. Sberbank
36. United Overseas Bank Ltd.
37. Westpac Banking Corporation
38. Woori Bank
39. The Royal Bank of Scotland plc
40. Doha Bank Qsc
41. Industrial Bank of Korea
42. KEB Hana Bank
43. First Abu Dhabi Bank PJSC
44. Emirates NBD Bank (P.J.S.C)
45. Qatar National Bank SAQ

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

*Note - Any Addition/ Deletion/ Modification in Bank list shall be asper changes in Second Schedule List by RBI from time to time.

Sign & Seal of the Bidder

SCHEDULE - I

PROFORMA OF CERTIFICATE

(TO BE SUBMITTED BY CEO / CFO OF THE HOLDING COMPANY ALONG WITH THE BID)

Ref. : Date:

To
Contract Services
NTECL
Chennai-600103.

Dear Sir,

- 1.0 I, M/s..... (CEO/CFO) of M/s. _____(Name of the *Bidder/ *Consortium Partner/*Subsidiary(ies)/*Holding Company/*Susbsidiaries of Holding Companies) hereby confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening for the package.....(Name of the package)
- 2.0 I further, declare that the Certificate from the Practicing Chartered Accountant certifying the financial parameters of M/s. (Name of *Bidder/ *Consortium Partner/*Subsidiary(ies)/*Holding Company/*Susbsidiaries of Holding Companies) for the last financial year is not available.

Yours faithfully,

(Signature)

Name & Designation.....

Name of the Company.....

(Seal of Company).....

Note: *Strike off whichever is not applicable.

Sign & Seal of the Bidder