

NAME OF THE WORK	Sale of Fly ash and Bottom ash from NTPL Plant (2x500MW), Tuticorin.
TENDER NUMBER	CEO/NTPL/CIVIL/CONT/Fly Ash/DCB/3230/2024-25



# NLC TAMILNADU POWER LIMITED

A JV between NLC India Ltd  
& TANGEDCO and subsidiary of NLC India Ltd)

2\*500MW JV Thermal Power Project, Harbour Estate, Tuticorin- 628004

Fax 0461-2352480, Ph: 0461-2352840

E mail: candp.ntpl@nlcindia.in

GSTIN :33AACCN3238N1ZD

TENDER DOCUMENT

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Fax 0461-2352480 , Ph: 0461-2352840  
E mail: [ceo.ntpl@nlcindia.in](mailto:ceo.ntpl@nlcindia.in), [candp.ntpl@nlcindia.in](mailto:candp.ntpl@nlcindia.in)  
GSTIN :33AACCN3238N1ZD

(DOMESTIC COMPETITIVE BIDDING)

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<b>TENDER NUMBER</b>	<b>CEO/NTPL/CIVIL/CONT/Fly Ash/DCB/3230/2024-25</b>

<b>NOTICE INVITING TENDER</b>
<b>(DOMESTIC COMPETITIVE BIDDING)</b>

Sealed Tender under Single cover system in English is invited by NLC Tamilnadu Power Ltd., Tuticorin, for the work given below.

1	Tender Number & date	:	CEO/NTPL/CIVIL/CONT/Fly Ash/DCB/3230/2024-25 Dt: 02.09.2024
2	Name of Work	:	Sale of Fly ash and Bottom ash from NTPL Plant (2x500MW), Tuticorin
3	Cost of Tender Document	:	Rs. 2,000/-
4	EMD	:	Rs. 10,22,000/-
5	Period of Contract	:	Two years from the date of Letter of Award /LOA.
6	Sale of Tender Documents	:	From 10.10.2024 to 01.11.2024
7	Pre-Bid Conference	:	21.10.2024
8	Last date of receipt of Bids	:	01.11.2024 up to 14:30 Hrs (IST)
9	Date of opening of Bids	:	01.11.2024 at 15:00 Hrs (IST)

Sealed quotations for Techno commercial bid in single cover (Cover-1) super scribing the Name of work, Part Number and Tender reference will be received by The Chief Executive Officer, NTPL, Harbour Estate, Tuticorin – 628 004 up to 2.30 PM on the date indicated above and Techno commercial bid will be opened at 03.00 PM on the date indicated above. The sealed covers should be addressed to The Chief Executive Officer, NLC Tamilnadu Power Limited, Harbour Estate, Tuticorin - 628004.

The live price bidding auction shall be held on the e portal of M Junction service Ltd. [www.mjunction.in](http://www.mjunction.in). The date and time will be intimated to the Techno Commercially qualified bidders.

Quotations are to be valid for **180 days** from the original date of Tender opening.

Chief Executive Officer/NTPL

NAME OF THE WORK	Sale of Fly ash and Bottom ash from NTPL Plant (2x500MW), Tuticorin
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**CHECK LIST**

**(to be submitted by bidders in Techno Commercial Bid of the Offer)**

**Bidders to note that their offers will be rejected due to non-submission of following details/documents. Hence, the bidders shall ensure that before submitting their offers, the following details/documents are furnished/enclosed in Tender Documents of the Offer.**

Sl. No.	Description	Whether enclosed (to be filled by bidder as "YES")	Details
1.	Details of Cost of Tender Document paid (as per requirement of NIT conditions)		Amount of Rs 2,000/- DD/BC/NEFT No: date: Issuing Bank: Branch: Payable at par at Tuticorin: - Yes/No UTR No:
2.	EMD / Bid Guarantee amount		Amount: Rs 10,22,000/- DD/BC/BG/NEFT No & Date: Name of Issuing Bank: Branch:
3	AFFIDAVIT (as per format enclosed in plain paper or letter head)		
4	Integrity Pact		
5	PQR documents		
6	IT return statement for four preceding years		
7	Copy of PF, ESI and GST allotment certificates		
8	Copy of PAN card details		

**Signature of bidder.**

**AFFIDAVIT**

(The following Affidavit shall be furnished by all bidders)

From:

(Name & Address of Bidder)

.....  
.....  
.....  
.....

We do hereby declare that the contents of the offer submitted against this tender have been submitted after fully understanding that the information contained in the offer and the documents enclosed/ provided along with the bid are true, correct and complete in every aspect and that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i). I/We Partner / Legal Attorney / Proprietor/ Accredited Representative of the bidder declare that; we are submitting our offer/bid for the supply of equipment / materials/works/services.
- ii). The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.
- iii). During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /Contract Performance Guarantee and action of suspension/banning/debarring/blacklisting of my / our firm (including all partners of the firm)/company as per the tender conditions and law.

Authorized Signatory

(Name & Designation)

Place:

Date :

**DETAILS OF THE BIDDER**

1. Name of the Bidder and Address for communication :
2. Phone number / Mobile No :
3. E-mail Id :
4. Bank Account Details :  
like A/c No, Bank Name, Branch, Place etc.
5. GST ID number :
6. EPF – Establishment code number :
7. ESI – Establishment code number :
8. PAN Number :

Signature of the Bidder

## INSTRUCTIONS TO BIDDERS

### **1.0 TENDER DOCUMENT:**

- 1.1 The tender documents (non-transferable) can be had from the Chief Executive Officer/ NLC Tamilnadu power Limited, Harbour Estate, Tuticorin – 628004, Tamil Nadu, India on payment of the Cost of tender document.
- 1.2 The Tender documents are also available in the web site of NLC India Limited, ([www.nlcindia.com](http://www.nlcindia.com)) & Central Public Procurement Portal of Government of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)). Those who wish to download the same may do so, however, while submitting the bid, cost of the Tender document should be enclosed. **Bids submitted without remitting the cost of tender document, for the specified value will be summarily rejected.**
- 1.3 Cost of Tender Documents can be remitted by crossed Demand Draft/ Banker's Cheque/Pay Order/ NEFT of any scheduled commercial bank authorized by RBI, drawn in favour of NLC Tamilnadu Power Limited, payable at Tuticorin / payable at par at Tuticorin **or** NEFT/ RTGS mode to Account No: 31037748056 Beneficiary Name: NLC Tamilnadu Power Limited, Estt. A/c in State Bank of India, Branch: SPIC NAGAR, TUSICORIN (IFS Code No. SBIN0003143). The bank commission charges will be to bidders account. No other mode of payment will be accepted. The remittance details (including UTR no.) shall be indicated in the bid document.
- 1.4 If documents are required by post an additional amount of Rs.50/- by Demand Draft shall be remitted towards postal expenses. Such tender documents will be sent by post at the risk of the Tenderer.
- 1.5 The amount remitted towards the cost of tender document shall not on any account be refunded under any circumstances.
- 1.6 Issuance of Tender Documents does not mean that the offer of such bidders would be automatically considered.
- 1.7 All other terms and conditions such as Scope of work, Technical details, EMD, Validity of bids and Instruction to bidders etc., are contained in the Tender Document.

### **2.0 BID VALIDITY:**

- 2.1 Tenders shall be kept valid for 180 days from the Original scheduled date of Tender opening.

### **3.0 EARNEST MONEY DEPOSIT (EMD)**

- 3.1 The EMD can be in any one of the following forms:

A/C payee Demand Draft/Fixed Deposit Receipt from a commercial Bank/ Banker's Cheque/NEFT/RTGS/ Insurance Surety Bonds / Bank Guarantee, (including E-Bank Guarantee) from any Scheduled Commercial Banks authorized by RBI. The A/C payee Demand Draft shall be drawn in favour of NLC Tamil Nadu Power Ltd., Tuticorin, payable at Tuticorin or payable at par at Tuticorin. Bank Guarantee should be executed on a non-judicial stamp paper for a value of Rs.80.00 (Eighty only) as per enclosed

format and it shall be valid for 120 days from the original scheduled date of tender opening.

**The Bank Guarantee (BG) issued by the bank on behalf of bidder in favour of “NLC Tamilnadu Power Limited” shall be in paper form as well as issued under the Structured Financial Management System (SFMS) to avoid any problem in future.** The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & Its details		Beneficiary Bank, Branch & Address	IFSC Code
Name	Unit / Area / Division		
NLC Tamilnadu Power Limited	Office of the Chief Executive Officer, Contracts & Purchase Division	State Bank of India, Beach Road, Tuticorin- 628001.	SBIN0061071

- 3.2 **Bids received without full EMD in the aforesaid manner or in any other manner or short in amount will be summarily rejected.** Deposit against any other contract by NTPL or the amount held by NTPL pending enquires will not be treated as E.M.D.
- 3.3 No interest shall be paid on the EMD submitted by bidders.
- 3.4 EMD of the successful bidder will be adjusted towards the security deposit upon award of the contract on them. The EMD of the unsuccessful bidders will be returned upon completion of the tendering process.
- 3.5 The earnest Money Deposit can be enashed, if the bidder withdraw his tender proposals /modifies/changes/alters/impairs/derogates the tender proposal on his own after the Techno Commercial bid is opened or within subsistence of validity period of offer or fails to accept the Letter of Award (LOA) issued by NLC Tamilnadu Power Limited (or) fails to submit Security Deposit (or) fails to execute the contract agreement (or) fails to commence the work as per LOA. Such bidders shall be suspended /banned subjected to action deemed fit as per **Clause: 25** of the General conditions of the tender enquiry. Unilateral revision or with drawl of offer by the bidder as above shall also result rejection of bid without Notice.
- 3.6 If NTPL has any authentic information about the intending Tenderers having formed a Cartel / submitted non-earnest bids, the tender will be cancelled and the Earnest Money Deposit of all such Tenderers shall be forfeited, besides initiating actions like banning (for two years) as may be deemed fit as per clause:25 of the General Condition of the tender enquiry.
- 3.7 **Exemption from furnishing Cost of Tender Document & Earnest Money Deposit (EMD)**  
**Amount:** The firms registered under Micro and Small enterprises (MSEs) registered with NSIC/Udyog Aadhaar Memorandum / District industries centers/ Khadi and Village Industries Board (KVIB)/ Coir Board/ Directorate of Handicraft & Handloom or any other body specified by Ministry of Micro and Medium enterprises are exempted from furnishing the Cost of Tender

Documents and Earnest Money Deposit (EMD). The copies of relevant documents issued by the Competent Authority prescribed under the MSMED Act 2006 shall be enclosed in this regard along with the bid.

- 3.8 However, in case the firms registered under MSMED Act 2006 happen to be successful tenderer, the EMD amount mentioned in the tender enquiry is to be submitted towards initial Security Deposit (ISD)/ the amount towards Security Deposit (SD) before issue of Letter of Award (LOA) within 10 days from the date of intimation. If they fail to remit ISD/SD as mentioned, they will be banned as per **Clause: 25 of General conditions of the tender** and the same will be intimated all units of NLCIL and MSME authorities. In addition, our earlier communication is liable for cancellation and Non-Issue of LOA.

**4.0 CORRIGENDUM:**

- 4.1 Amendments /Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments /Errata / corrigendum / clarifications will be posted in NLCIL's web site: [www.nlcindia.com](http://www.nlcindia.com) and Central Public Procurement Portal (CPPP) of Government of India, website: [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are requested to visit the above websites and note the amendments before submission of offer. Any ignorance on the part of the firms in not seeing the website will not be an excuse. Amendments/ Errata /corrigendum / clarification will be numbered serially. The bidders are requested to sign all the Amendments / Errata / Corrigendum / Clarifications issued for the tender and enclose along with the bid.

**5.0 REMITTANCE through NEFT/ RTGS:**

- 5.1 The amount of **Earnest Money Deposit (EMD) & Cost of Tender Document** may also be remitted through **RTGS/ NEFT** and the designated Bank Account details are furnished below.

**Bank Account Details for NEFT/RTGS Remittance:**

Party Name: NLC Tamilnadu Power Limited

Bank A/C Number: 31037748056

Type of Account: Current Account

Name of Bank: State Bank of India

Name of the Branch: SPIC NAGAR, TUTICORIN

IFSC Code (NEFT/RTGS): SBIN 0003143

- 5.2 The Bank commission charges will be to the account of the bidder. The net amount transferred should be equal to the amount indicated.
- 5.3 The remittance details viz. UTR number shall be clearly indicated by the bidder in their offer and the qualification of the bidder is subject to receipt of amount of EMD and the Cost of tender document stipulated in the tender.
- 6.0** NLC Tamilnadu Power Limited shall not entertain any claim on account of preparation of tenders.

## 7.0 **INTEGRITY PACT: Applicable**

NTPL is committed to have most ethical business dealing with the Bidders, Bidders and Contractors of goods and services and deal with them in a transparent manner with equity and fairness.

In order to achieve these goals, NTPL/NLCIL is implementing the Integrity Pact Programme in co-operation with Central Vigilance Commission (CVC) and renowned International Non-Governmental Organization, Transparency International India (TII).

“The main role and responsibility of IEM is to resolve issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or indicates bias towards some bidders. IEMs are expected to examine process integrity and not expected to concern themselves with fixing of responsibility on efforts”

The Integrity Pact Programme will cover Tenders / Contracts valued at Rs.1 Crore (or) above.

The Integrity Pact Programme covers the following aspects:

- i) Commitments and Obligations of NTPL (Principal).
- ii) Commitments and Obligations of Bidders / Bidders /Contractors (Counterparties).
- iii) Violations and Consequences.
- iv) Independent External Monitors.

### **INDEPENDENT EXTERNAL MONITORS**

Shri. Anand Deep, IRS (Retd) Flat No. 804, Prithvi Ratan Green Apartments, 7/172, Swaroonagar, Kanpur – 208 002, Uttar Pradesh.	E- Mail : <a href="mailto:anand.deep117@gmail.com">anand.deep117@gmail.com</a>
Shri. Prem Chand Pankaj, Ex- CMD/NEEPCO M-402, Pioneer Park, Sector-61, Golf Course Extn. Road, Gurgaon, Haryana.	e-Mail: <a href="mailto:prempankaj@gmail.com">prempankaj@gmail.com</a>

As per the Integrity Pact Programme, an “Integrity Pact”, which envisages an agreement between the prospective Bidders/Contractors and NTPL, committing the persons / officials of both parties, not to exercise any influence on any aspect of the contract. Only those Bidders/Contractors, who have entered into such an “Integrity Pact” with NTPL, would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Hence the bidder shall submit the Integrity Pact agreement duly filled and signed. The format of "Integrity Pact", which should form a part of the Tender of value more than Rs. 1 Crore is enclosed.

An integrity pact as per the prescribed format, has to be executed by the bidder.

## **8.0 TENDER SUBMISSION:**

8.1 All the documents of Techno commercial bid duly filled in & signed in all pages with seal & date as mentioned in "Instructions to the Bidders" shall be sealed and clearly superscribed as Techno commercial bid on top of the cover with "Tender No, Name of work, Opening Date & Time" and addressed to Dy. General Manager / **Contracts & Purchase, Office of the Chief Executive Officer, NLC Tamilnadu Power Ltd., Harbour Estate, Tuticorin – 628004, Tamilnadu**, may be deposited in the Tender Box placed in the Contracts & Purchase Division/NTPL. The schedule of live price bidding among the qualified bidders will be intimated later and shall be held on the e-Portal of M Junction Ltd .

### **8.2 Modification and Withdrawal of Bids:**

Bidder may modify (or) withdraw their bids by giving notice in writing before the time prescribed for submission of tender documents. Each bidder's modification and withdrawal notice shall be prepared, sealed, addressed and marked and delivered in accordance with the provisions with clearly marked "Modification" or "Withdrawal" as appropriate. No bid shall be modified after the deadline for submission of Bid. Withdrawal of Bid between the deadline for submission of Bid and expiration of the period of validity specified or as extended may result in encashment of Bid guarantee.

8.3 Each page of the tender document should be signed by the bidder as a token of acceptance to the conditions mentioned therein and enclosed in Techno commercial bid

8.4 All the information in the Tender shall be in English language.

### **8.5 Corrections:**

The offer should be neatly typed/hand written in figures as well as in words. It should be free from corrections and over-writings, erasing, etc. Erases and other changes shall be duly authenticated by the person/persons signing the tender documents.

8.6 The bidders are advised to visit the site on any of the working days and assess the nature of work and other details at their own cost to make themselves fully conversant with the scope of the work, technical requirements etc. prior to submission of bids.

8.7 The successful bidder shall give their acceptance of LOA within 7 days from the date of receipt of LOA, failing which it will be construed that the LOA has been accepted by the bidder.

8.8 Tenders received in the form of Fax, Email, Telex etc. will not be accepted.

## **9.0 TENDER OPENING:**

- 9.1 The Tenders are to be deposited in the **Contracts & Purchase Division / NTPL**, before the date and time mentioned in Tender Enquiry. Any offer received after the time specified for receiving the bids, will not be accepted.
- 9.2 The sealed quotations will be opened in the Contracts & Purchase Division / NLC Tamilnadu Power Ltd., Tuticorin in the presence of the tenderers who may attend in person (or) represented by authorized persons with authorization letter, not exceeding one person from each bidder. If a tenderer does not attend the tender opening and if any dispute arises over his bid, NTPL's decision will be binding on the tenderer.
- 9.3 If the date of submission of Tender is later declared as a holiday, Tender can be submitted up to the next working day and the Tender shall be opened on the next working day.

## **10.0 PRE-QUALIFICATION REQUIREMENT (PQR) DOCUMENTS:**

- 10.1 The performance certificates and other documents related to pre-qualification furnished by the bidder along with the bid are liable for verification for authenticity.
- 10.2 If any of the certificates / documents is found to be forged/ bogus, his/ their offer will be summarily rejected. In addition, the bid guarantee furnished by him/ them will be forfeited and penal action as envisaged under clause no.25 of the General Condition of the tender will be taken. If on a later date, the certificates are found to be bogus, the contract will be terminated at the cost and risk of the bidder and penal action as envisaged under clause no.25 of the General Condition of the tender will be taken.
- 10.3 Notwithstanding anything stated above, NTPL reserves the right to assess the bidder's capacity and capability to perform the work, should the circumstances warrant such an assessment in the overall interest of NTPL

## **11.0 DELAY:**

- 11.1 NTPL shall not be responsible for non-receipt of bids in the Contracts & Purchase Division due to postal delay/ loss/ damage in the process of submission of bid nor for any letter/ document sent by post either way.

## **12.0 Partnership Firm: If Applicable**

- 12.1 If the tenderer is a partnership firm, the partner on whose pre-qualification the work was awarded, shall not withdraw from the partnership till the completion of the work in case they happened to be the successful bidder. If there is any reconstitution of the partnership, it is the responsibility of the firm to intimate the same to NTPL immediately. Otherwise, the contract will be liable for termination at the risk & cost of the contractor.
- 12.2 If the work experience is furnished in the name of any of the partner of Partnership Firm, to satisfy the prescribed pre-qualification requirement in the tender, a declaration/ undertaking from that partner as "I shall not withdraw

from the partnership till the completion of the work, in case our firm happened to be the successful bidder” is to be enclosed along with the bid in Cover-I.

12.3 In case of partnership firm participating in the tender, experience obtained by any partner of the firm in his individual capacity, after the formation of the firm will not be accepted towards the PQ of the firm. However, if the firm is reconstituted, the date of reconstitution of partnership deed will be considered as date of formation of the firm.

12.4 If the PQR clause calls for PQ documents **in the name of the bidder** only, then Clauses 12.1 to 12.3 above are not applicable.

### **13.0 PRE-BID CONFERENCE:**

13.1 The bidders can attend the Pre-bid conference on the date mentioned in the office of The Chief Executive Officer, NLC Tamilnadu Power Ltd, Harbour Estate, Tuticorin-628004, Tamilnadu.

13.2 Bidders are requested to attend the Pre-bid conference at their will to ascertain the local conditions, nature & scope of work before submitting the bid and also to familiarize themselves with the New tendering process of NTPL.

13.3 Bidders have to make their own arrangements to attend the Pre-bid conference.

### **14.0 PROCESSING OF TENDER:**

a) Offer should be submitted in Single Cover, which should contain the details as follows:

#### **1. Bid cover shall contain:**

- **Cost of Tender Document** [(by Demand Draft/Banker's Cheque/Pay Order or through e-payment (NEFT / RTGS)].
- **EMD / Bid-guarantee**, [(by Demand Draft/ Banker's Cheque/Pay Order/ Bank Guarantee or through e-payment (NEFT / RTGS)].
- **Affidavit:** (Affidavit in the specified form shall be furnished as per the format enclosed)
- **Check list** duly filled and signed. [To ensure the compliance of submission of Cost of tender document, EMD/Bid Guarantee amount, Affidavit in the specified form & Integrity Pact by the bidder].
- **PQR documents**, [Documents in support of Pre-Qualification Requirements (PQR)]
- **Integrity Pact: As per the enclosed format**
- **Techno-Commercial offer.**
- **Tender Documents duly signed by the Bidder.**

2. **Price Bid:** The live price bidding auction shall be held on the e portal of M/s. m junction services Ltd. www.mjunction.in. Based on techno commercial conditions, the eligible bidders will be shortlisted and intimated for participation in of M/s. m junction services Ltd price bid auction. The shortlisted bidders are requested to register at M/s. m junction service Ltd e-portal to participate in price bid auction. Bidders are also

requested to regularly visit the e-portal of M/s. m junction services Ltd for updates in this regard

**The contact person and address are given below.**

Shri. Sridhar Rajaraman, Group Manager-Account Management,

Email: sridhar.rajaraman@mjunction.in

OFFICE ADDRESS: mjunction services limited, P M Towers – 9<sup>th</sup> floor, No:37, Greams Road, Chennai- 600006.

Mob No: 8939895619

b) **Cost of Tender Documents, EMD/ Bid Guarantee:**

**The Cost of tender document and EMD/ Bid Guarantee shall be furnished. Otherwise, the bid shall be rejected.**

- c) **Affidavit:** The bidders are required to submit **Affidavit** (as per the format enclosed) taking full responsibility for the correctness of the documents and information submitted by them.

**Offers received without the Affidavit shall be rejected.**

- d) The offers/bids of the bidders who satisfy the conditions of EMD/Bid Guarantee & Integrity Pact shall alone be considered for further evaluation on Techno-Commercial aspects.
- e) The bidders who qualify on PQR condition alone shall be considered for further evaluation on Techno-Commercial aspects.
- f) The bidders who get qualified on Techno-Commercial aspects shall alone be considered for price bid auction in of M/s. m junction service Ltd e-portal.
- g) The end user verification/confirmation of the PQR documents submitted by the bidders shall be carried out.
- h) During the said evaluation process, in case, the documents of the bidder(s) are found to be false/incorrect, then the bid(s) of such bidder(s) shall be rejected, and the EMD/Bid Guarantee amount of the bidder(s) will be forfeited, besides banning of such bidder(s) for a specific period as per the extant procedures.

**15.0 Price & Bidding Methodology (Book Building Method)**

- 15.1 The bidding quantity is 1500 MT daily (10,95,000 MT for 2 years) with commitment of lifting bottom ash of 40% of fly ash.
- 15.2 At any given price, the minimum quantity to be quoted by the bidder for two years is 73,000 MT (100 x 365 x 2).
- 15.3 At any given price, Maximum quantity to be quoted by the bidder for two years is 2,19,000 MT (300 x 365 x 2).
- 15.4 The minimum Floor price is Rs 280 (Rupees Two hundred and eighty only) per MT and the ceiling price is Rs 850/MT (Rupees Eight hundred and fifty only).
- 15.5 Bidders may quote the quantity required for two years against a price starting from the floor price and in multiples of Rs 10 ...ie Rs 280,290, 300, 310, 320 ..... so on up to the ceiling price Rs 850/-
- 15.6 Bids quoted below floor price and above ceiling price will not be considered.

**Illustration Table (for understanding purpose only)**

Rate/ MT	Party A	Party B	Party C	Party D	Party E	Total Qty	% of Total
280							
290							
....							
340		219000			219000		
350				219000			
360							
....							
430							
440				146000			
450			219000		146000		
.....							
500							
510			146000		73000		
.....							
560	219000	146000		73000			
....							
850			73000				

**Case 1:** Quantity 2,19,000 MT quoted by Bidder A against Rs 560 shall be valid for all rate up to Rs 280 since this bidder has not quoted any quantity against any rate of 280,290,300,310,320 etc.,

**Case 2:** Quantity 1,46,000 MT quoted by bidder B against the rate Rs 560 shall be valid for all rate up to Rs 350 only, since the bidder has specified quantity 2,19,000 MT against Rs 340.

**Case 3:** Quantity 73000 MT quoted by Party C against Rs 850 is valid up to Rs 520 and quantity 146000 MT quoted against price Rs 510 shall be valid up to Rs 460 and quantity 2,19,000 MT quoted at Rs 450 shall be valid up to Rs 280.

**Note:** Ref. Annexure-I for price and bidding methodology (Book building method)

**16.0 Discovered price:**

- a) For cumulative quantities quoted by bidders between 80 % and 100 % tender quantity, the price at which maximum revenue generated will be the **discovered price**. The quantity quoted by each bidder in this price band will be allocated to the bidders.
- b) In case the cumulative quantity quoted by the bidder does not fall between 80 % and 100% of tendered quantity, but above the tendered quantity, the **discovered price** shall correspond to cumulative quantity nearest to 100 % and the allocated quantity shall be modified on pro-rata basis to the tendered quantity.

**17.0 Award price;**

The discovered price through auction conducted at M Junction e-portal will be taken as the award price (exclusive of taxes and duties) and the award price shall remain firm for the period of contract of two years.

**18.0 Others**

1. NTPL shall not entertain any claim on account of preparation of tenders.
2. The Contractor shall agree to execute the work confirming to the Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract and Special Conditions of Contract.
3. NTPL reserves the right to reject any or all tenders and/or to split up the work and award at its own discretion without assigning any reason. NTPL also reserves the right to have parallel contract with one or more contractors at the same, lower or higher rates.
4. Any Clarifications on the above tender can be had from

Deputy General Manager/ Contracts & Purchase,  
NLC Tamilnadu Power Limited,  
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## **PRE-QUALIFICATION REQUIREMENTS (PQR)**

### **A. CRITERIA**

1. The Bidders shall be an industry / end users of fly ash for their own process/ products.
2. The bidder shall possess the valid environmental clearance accorded by MOEF (Ministry of environment and Forest, Govt of India for establishing the industry (**OR**) the consent to operate the industry issued by Tamil Nadu Pollution Control Board (TNPCB) as on the original scheduled date of tender opening.
3. The bidder shall have lifted/handled a minimum quantity of 22000 MT of fly ash per annum in any one of the previous seven financial years from any thermal power plant.

### **B.CONDITIONS w.r.t PARTNERSHIP FIRM:**

- i. In case of bid submitted by any partnership firm, the pre-qualification work experience of partnership firm / any of the Partners of the firm shall be considered for evaluation.
- ii. If the bidder is a partnership firm, the partner on whose pre-qualification the work was awarded, shall not withdraw from the partnership till the completion of the work in case they happened to be the successful bidder. If there is any reconstitution of the partnership, it is the responsibility of the firm to intimate the same to NTPL immediately. Otherwise the contract will be liable for termination at the risk & cost of the contractor.
- iii. If the work experience is furnished in the name of any of the partner of Partnership Firm, to satisfy the prescribed pre-qualification requirement in the tender, a declaration / undertaking from that partner as "I shall not withdraw from the partnership till the completion of the work, in case our firm happened to be the successful bidder" is to be enclosed along with the bid in Cover-I.
- iv. In case of a bidder being a partnership firm and using the PQR of a Partner to qualify in the tender and if the same PQR is used by more than one bidder for the same tender, all the bidders using the same PQR will be disqualified.

- v. In case, a bid is submitted by a partnership firm, any partner(s) of that Partnership firm cannot bid separately for the same Tender. If the Bid is submitted by both the partnership firm & any partner(s) of that Partnership firm in the same tender, the bids of the Partnership firm and partner(s) will be disqualified.
- vi. In case of partnership firm, documentary evidences for the works executed in the name of any partners after the formation of partnership will not be considered for evaluation.

**Note:**

- a) The bidder has to furnish proper documentary evidence from statutory authorities in support of PQR condition A(1) and A(2) issued by Government Departments
  - b) The following documents or relevant documentary evidences so as to meet the above stipulated PQR condition A(3) are to be furnished along with the bid without fail, otherwise the offer is liable for rejection.
    - i. Copy of Work order or LOA or Agreement
    - ii. Copy of end user Execution/ Completion certificate/ Finalization order for the work executed/completed/finalized indicating the name of the work, LOA/Agt.No/Period of work and finalized/completed/executed value of work.
  - c) In case of partnership firm, documentary evidences for the works executed in the name of any partners after the formation of partnership will not be considered for evaluation.
  - d) The bidder shall be a Proprietary firm/ Partnership firm/a firm (Private, Public, Govt) registered under Company Act.
  - e) The bidder should meet the criteria specified in the PQR Cl; A (1,2,3). For partnership firm clause B will be applicable in addition to A.
- The bidder shall furnish a write up on utilization of fly ash and bottom ash proposed to be allotted under this tender.
  - NTPL reserves the right to verify at bidders' site/ premises to evaluate all the credentials of pre-qualification documents furnished by the bidder.

## **OTHER TERMS AND CONDITIONS OF THE TENDER**

- 1 The bidder should have independent Provident fund code number allotted in favour of his establishment under EPF & Misc provisions Act 1952. The PF code number so allotted shall be furnished with documentary proof along with the offer.
- 2 The bidder should have registered (its establishment) under ESI Act 1948, and have the Employers code allotted in favour of his establishment. The ESI code number so allotted shall be furnished with documentary proof along with the offer
- 3 The personnel / workmen engaged by the bidder for execution of works in NTPL shall be on the rolls of the bidder agency and shall have to be given appointment letter/ Employment card under CL (R & A) Act issued by the bidder to that effect. The bidder has to furnish a certificate of undertaking to that effect (in the format given), along with the offer.
- 4 If the aggregate value of the goods and services rendered by the bidder in financial year exceeds Rs. 20 Lakhs, the bidder should possess valid certificate of registration under the Goods and Services Tax Act / Rules and furnish a copy of the same. In case, the aggregate value of the goods and services rendered by the bidder does not exceed Rs. 20 Lakhs, a self-declaration to this effect shall be furnished.
- 5 The bidder should have obtained the Permanent Account Number (PAN) under the Income Tax Act and the bidder shall provide a copy of PAN and the self-attested print-out of the online IT statement indicating Zero Tax liabilities for Four Consecutive years prior to bidding. NTPL reserves the right to send the same to the Income tax Department for verification

**Note:** Documentary evidence for PQ Requirements & Other terms and conditions shall be uploaded along with bid. Bids submitted without proper documentary evidence to establish the requirements mentioned above will be liable for rejection.

## SCOPE OF SUPPLY

### **DRY FLY ASH:**

The dry fly ash is available at NTPL Power Station from 6 Silos of capacity of 1000 MT each and the offer at present is for the issue of 1500 MT /Day. The Ash quantity to be issued would be "As is available basis" from plant silo chute and the bidders have to arrange transportation at their own bulkers/ closed trucks. Fly Ash will be delivered from silo chutes to bulkers.

The estimated quantity for 2 years is  $1500 \times 365 \times 2 = 10,95,000$  MT. However, this quantity is only for reference. The actual fly ash generation on daily basis depends on many factors like plant availability, scheduled load conditions and type of coal and its ash content and NTPL is not liable for any assured supply of fly ash on daily basis.

### **BOTTOM ASH**

The Bottom ash is available from NTPL power Station from two silos in semi wet form and the quantity of bottom ash to be issued would be "As is available basis" from bottom ash bins. Bottom ash is to be collected by the bidder in open trucks. The loading of bottom ash in ash trucks is under the scope of NTPL. After loading the truck is to be covered with tarpaulin sheets by the bidder during transportation.

The estimated quantity for 2 years is  $600 \times 365 \times 2 = 4,38,000$  MT. However, this quantity is only for reference. The actual bottom ash generation on daily basis depends on many factors like plant availability, scheduled load conditions and type of coal and its ash content and NTPL is not liable for any assured supply of bottom ash on daily basis.

**Important Note: The successful bidder has to lift minimum bottom ash of 40% of daily lifting fly ash on availability of bottom ash. The live price bidding auction shall be held on the e- Portal of M Junction Ltd**

## SPECIAL CONDITIONS

1. **Contract Period: 2 Years** from the date of Letter of Award/LOA.
2. The successful bidders of this tender will be permitted to lift dry fly ash, after meeting the mandatory allocation requirements as stipulated by MOEF (Ministry of Environment and Forest).
3. The bidder shall transport the dry fly ash & bottom ash **on daily basis** as per the terms and condition.
4. The bidder has to deploy their duly registered vehicles, strictly fulfilling all the requirements laid down under the Motor Vehicles Act, Factories Act and other documents as required by NTPL from time to time, for loading the Dry fly ash /Bottom Ash at the loading point of NTPL Power Plant. The bidder can also make its own arrangements for transporting fly ash & bottom ash through a duly authorized transporter.
5. The bidder shall intimate the details of vehicles which will carry fly ash/Bottom Ash from NTPL site to their works and name of authorized representatives in order to obtain security permission and for collecting gate passes / ID cards etc.
6. The bidder shall lift in the closed container in case of dry fly ash and open trucks with proper cover in case of Bottom Ash on "as is where is" basis & transport it as per the prevailing environmental rules & regulations.
7. During the contractual period for lifting and transportation of dry fly ash/bottom Ash from NTPL power plant by the bidder, if any hindrance, obstruction, damage or loss is caused either to the operation and maintenance of thermal power plant of NTPL, including equipment or to any employee of NTPL, the bidder shall have to make good and otherwise compensate for the same at their own risk, cost and responsibility. Until the status is restored, NTPL shall be entitled to suspend the permission of the bidder, without assigning any reason thereof.
8. Any damage or loss caused to the man, material or property of NTPL or even if any claim arises against NTPL by reasons of any act or omission or negligence on part of bidder or its agents or representatives or employees, NTPL shall have right to recover damages or claims from the bidder.
9. The bidder shall wholly and fully be responsible for claims for compensation due to either by accident or injury/death or damage caused to their employees, transporters or to any of the NTPL's employees or others or NTPL's properties during the period of permission to lift the dry fly ash/ bottom ash, attributed to the bidder.
10. Safety: NTPL will not at any point of time be responsible for any injuries caused to workers engaged by the bidder in NTPL premises or at the place of work. The bidder shall be solely responsible for providing medical treatment to the workers/ drivers engaged for ash transportation work. During the contract period all works engaged by the bidder will be governed by labour laws and rules, Factory act, NTPL security rules as applicable.
11. The bidder shall be required to undertake the responsibility of meeting all the statutory and safety compliances of all workmen engaged by him. The bidder shall take group insurance against liability for payment of compensation payable under Employees Compensation Act, 1923
12. The bidder shall maintain the day wise records of the collected dry fly ash /Bottom Ash & copy (both in hard & soft) of the same shall be submitted to NTPL. The bidder shall lift the dry fly ash /bottom

ash by employing their labours and transport at their own risk and cost and they shall observe the rules and regulations and working hours as may be fixed by the NTPL authority, from time to time.

13. The bidder will undertake to abide by the security rules and regulations of NTPL towards Entry/ Exit systems for its vehicles/ personnel and to abide by NTPL's procedures for issue of Gate pass, weighment of empty and loaded vehicle and taking out the dry fly ash out of the NTPL power plant.
14. The bidder will have to fulfil safety and security rules as governed by Factories Act prevailing from time to time and shall provide safety equipment and appliances to their work men at their own cost.
15. The bidder shall undertake that their laborers, transporters, drivers & cleaners or personnel shall be present only at the fly ash issue / loading and shall not stay unauthorized in any other locations in the plant area, in case any of their persons are found in unauthorized locations except the designated places, NTPL may take suitable action as deemed fit and proper.
16. The bidder shall not indulge in any activity which is directly or indirectly prejudicial to NTPL's interest which amounts to offences punishable under the Indian Penal Code or any other enactment.
17. The bidder shall strictly ensure that their vehicles shall refrain from over speeding within the NTPL Plant premises and shall adhere to the speed limit of 15 Kmph. The bidder shall undertake to park their vehicles only at the designated parking places and not at any other places.
18. The bidder shall undertake to submit monthly receipts of fly ash of previous month by 3rd of every succeeding month.
19. The weighment shall be made at NTPL weigh bridge of (120 MT) capacity. The weighment charges are Rs 100/ per truck (inclusive of GST) to be borne by the successful awardees who get the allotment. However, if the NTPL weigh bridge is under repair/ maintenance etc, the bidder shall make weighment at weigh bridges outside at bidders' cost.
20. The Fly ash/ Bottom ash quantity offered under the tender is indicative only. Fly ash and bottom ash are products of coal combustion which again is subject to plant availability and unscheduled shut downs, load schedule and demand of electricity in the grid. **However, NTPL does not guarantee availability of fly and bottom ash as per contract /allotted quantity.**
21. The Bidder has to transport fly ash & bottom ash from plant silo chute & bottom ash bin in such manner that the power generation and existing ash dispatch of NTPL plant is not adversely affected.
22. **Payment for fly ash Quantity** lifted for a month shall be paid in full on or before 7th of subsequent month. No part payment is allowed. If the payment is not received by the due date, supply of fly ash will be stopped. Action for forfeiting SD will be initiated. NTPL reserves the right to terminate the contract in the event of breach of contract by the bidder, giving 15 days' notice in writing of their intention to do so and in such event the bidder shall not be entitled to any compensation from NTPL.
23. **PENALTY CLAUSE:** Penalty for non-lifting: Although the bidding quantity is for 2 years period, the bidder has to lift allocated quantity of both fly ash and bottom ash on **daily basis** as per letter of allotment. The successful bidder has to lift daily allotted fly ash and minimum bottom ash of 40 % of daily lifting fly ash subject to availability of bottom ash. However, the penalty for shortfall quantity is applicable only on monthly (calendar month) basis. The penalty shall be charged at 50%

of awarded rate towards the shortfall quantity on monthly basis. Further NTPL reserves the right to permit the other bidders/agencies to lift the defaulter bidder's allocation.

24. A tolerance of 5 % on minus side on allotted quantity on daily basis for fly ash is allowed. A tolerance of 5 % on bottom ash on minus side is considered and no penalty will be levied. Any shortfall in lifting of both fly ash and bottom ash beyond the permitted tolerance of 5%, will attract levy of penalty on monthly basis at 50 % of awarded rate. However, If NTPL is not in a position to offer the required quantity of fly ash/bottom ash, then no penalty will be imposed.
25. The penalty amount, if any, will be intimated by NTPL by 7<sup>th</sup> of every month and the same has to be paid by the bidder by 20<sup>th</sup> of every month. If penalty is not paid within the stipulated time, NTPL reserves the right to stop the supply of ash.
26. On availability basis, the bidder may be permitted to lift additional quantity. For fly ash lifted in excess of allotted daily quantity, the same will be billed and to be paid on or before 7<sup>th</sup> of subsequent month as in condition no. 22. However, the extra quantity, if any, lifted will not be considered for adjustment against shortfall quantity for calculation of penalty.
27. The successful bidder shall depute his authorized representative for taking delivery of the fly and bottom ash.
28. The Goods and Service tax (GST) as per prevailing tariff applicable at the time of delivery to be borne by the bidder NTPL reserves the right to suspend the issue/ delivery of fly ash /bottom ash if payment from successful bidders is not received within the due date.
29. The bidder shall be liable and responsible for payment all statutory levies/taxes i.e. taxes, octroi, toll, weighment and other charges. All bank charges to be borne by the bidder.
30. Bidders must always ensure to keep their email address valid for passing instructions/communications from NTPL.
31. The bidder has to accept the ash from bins issued by NTPL on "as is where is basis"
32. Loading of Bottom ash trucks from bottom ash bins/silos is under the scope of NTPL.
33. Once the materials are loaded into the vehicles, it becomes the property of the bidder and all connected responsibility has to be borne by the bidder.
34. There will not be any joint/ third party sampling facility extended to any bidder. Refusal of fly ash on non -suitability/ quality will not be acceptable.
35. The bidder has to keep sufficient Vehicles, so as to load fly ash and bottom ash continuously without getting it accumulated in the storage area. The bidder should intimate in writing in advance as to when vehicle will come for taking delivery of materials and stick to the time schedule. The bottom ash loading is usually done from 9am to 8pm on daily basis.
36. The loading of fly ash/ bottom ash point is inside NTPL plant area, the statutory obligations like valid driving license, road tax details, insurance etc. shall be submitted to the officer authorized by Chief Executive officer/NTPL and the permission of entry to be obtained for loading.

37. Loaded vehicles shall be permitted to move out of NTPL only with Delivery challan cum gate pass duly signed by the officer authorized by Chief Executive Officer /NTPL as well as by CISF security personnel.
38. While loading bottom ash /fly ash, necessary care shall be taken to avoid overloading, spillage and pollution. In case of spillage by any vehicle, penalty of Rs 1000/- will be deducted with intimation to the bidder. On repeated violation and excessive spillage, the concerned vehicle will not be given permission for ash collection.
39. The outer surface of trucks shall be neatly cleaned and top covered with tarpaulin to avoid flying of ash and air pollution along the route.
40. The fly ash/bottom ash will be delivered only to the successful bidder or their authorized agents. If bidder desires to authorize an agent for delivery of ash, he shall produce suitable power of attorney or authorization letter duly attested by notary public authorizing the agent to lift the materials from NTPL premises. The delivery challan will be issued only to the successful bidder or his authorized agent.
41. The entire ash delivery area is under the control and surveillance of CISF / security. The successful bidder or their authorized agent/drivers shall remain in the ash delivery area only. They shall not trespass into other area of plant.
42. Termination/ breach of contract. In the event of successful bidder failure to fulfil any of the contractual obligation including non-lifting of the contracted quantity of ash, NTPL have the liberty to terminate the contract by issuing due notice.

#### **43. SECURITY DEPOSIT (SD).**

- 43.1 The successful bidder shall pay a refundable Security Deposit (SD) amount equivalent to the allotted quantity for 66 days. i.e. Allotted Quantity [MT] X 66 [days] X [Awarded rate]. The calculated amount has to be paid within 15 days of issuance of Letter of Award/LOA. The validity shall be for the entire contract period of 24 months plus six months claim period i.e. for 30 months from the date of Letter of Award/LOA. The Security deposit can be deposited in the form of NEFT/RTGS, Demand Draft or by Bank Guarantee of any nationalized bank or scheduled bank in India (other than bank of China), authorized by Reserve Bank of India to issue such bank Guarantee, in favour of 'NLC Tamilnadu Power Ltd' payable at Tuticorin. Lifting of allotted ash will be permitted only on acceptance of Security Deposit.
- 43.2 In case of successful bidder, the Earnest Money Deposited in the form of Pay Order/Banker's Cheque/DD/NEFT/RTGS may be adjusted towards Initial security deposit and the balance amount shall be paid by of NEFT/RTGS, Demand Draft. Otherwise, Bank Guarantee for entire security deposit as indicated above may be obtained and on acceptance of the Bank Guarantee for Security Deposit, the EMD furnished for the tender will be returned.
- 43.3 The Security deposit shall not bear any interest.
- 43.4 SD shall be kept valid till the completion of the period of contract plus six months claim period.
- 43.5 In the case of BG furnished towards Security Deposit, the same shall be executed by the banker on a non-judicial stamp paper of **value not less than Rs.80/-** which shall be purchased in the name of the Banker.
- 43.6 All Bank Guarantees except EMD/Bid Guarantee are to be furnished directly by the Banker to NTPL either by RPAD/Courier.

## **GENERAL CONDITIONS**

### **1.0 WORKING AREA /CONDITIONS**

- 1.1 The place of work is normally within the premises of the Plant / NTPL, Tuticorin.
- 1.2 The area of work/Factory is a production unit with mechanical, electrical equipment working and is a "Protected Area". Therefore, entry of any personnel is restricted and with valid entry permit.
- 1.3 There may be space constraints for working in certain areas.
- 1.4 Since the Plant / equipment is in full operation, the working time and area may be regulated some times. The Contractor shall fully co-operate with NTPL in this regard.
- 1.5 The Contractor should work in co-ordination and in close co-operation with other staff/ agencies working in the area.

### **2.0 Not Applicable**

### **3.0 SAFETY**

- 3.1 Adequate and suitable safety measures for all his workmen engaged shall be provided and followed by the Contractor.
- 3.2 All statutory norms and safety measures shall be strictly followed.
- 3.3 The Contractor should issue safety helmets, Shoes and PPEs to all his workmen and supervisors.
- 3.4 All the equipment for safety shall be of ISI standard and the safety gadgets etc. shall be periodically checked and certified by the competent person approved by Director / Industrial Safety & Health, Govt. of Tamilnadu towards their fitness for use.
- 3.5 In case of accident to workmen or Supervisor, the Contractor shall take them to the General Hospital along with the Accident Report.
- 3.6 If any workmen or supervisor of the Contractor is found not observing safety precaution like the following and in unsafe acts, minimum fine of Rs.5000/- (Rupees Five Thousand) per violation shall be imposed on the Contractor.
- 3.7 Violation of conditions of safety may lead to termination of the contract at any time.
- 3.8 The Contractor shall be entirely responsible for any injury to the workmen in the event of them being involved in an accident and shall render all co-operation to the NTPL officials if any enquiry is held thereon.
- 3.9 All safety precautions and safety rules should be followed and failure to adhere to the same will be viewed seriously and the consequences thereof shall be borne by the Contractor.
- 3.10 The Contractor shall provide and insist to wear all the required safety equipment by their workmen.
- 3.11 The Contractor's workmen should use safety equipment as demanded by the nature of work. The Contractor should provide and ensure them to wear such equipment while they are at work.

3.12 The Head of Department executing the contract or Head of the Safety Engg. Department, upon the satisfaction that the Contractor is not conforming to the safety requirement, may direct to stop the work and require the Contractor to remedy the defects. The Contractor shall not proceed with the work until he has complied with each direction to the satisfaction of such Head of the department.

#### **4.0 EMPLOYEE'S STATE INSURANCE ACT- 1948**

- 4.1 The Contractor employer shall get himself registered under the ESI Act and obtain the ESI Code from the ESI Authorities. The ESI code so obtained after registration shall be furnished to the Plant immediately. The Contractor employer while disbursing the wages to the workers shall deduct 0.75% of the monthly wages from each of them towards the employee's contribution payable under the ESI Act.
- 4.2 The Contractor Employer shall arrange to remit to ESI Corporation at the rate of 4.0% of the monthly wages \* consisting of 3.25% of wages \* being Employer's Contribution along with the employee's Contribution at the rate of 0.75% of wages \* already deducted as mentioned above, on or before 15<sup>th</sup> of every succeeding month.  
(\* for the purpose of calculating ESI, wage includes regular wages, OT wages, PH wages & Housing Assistance).
- 4.3 The Contractor Employer shall maintain all the statutory registers and records as required under the ESI Act, which shall be produced for inspection by the Unit Official/ESI Authorities. The Contractor Employer shall be responsible for filing periodical returns under the ESI Act besides remitting the contributions regularly.
- 4.4 The Contractor Employer shall be liable for the legal consequence in the event of non-compliance of the provisions of the ESI Act.
- 4.5 The Contractor should submit the following documents at the time of proposed initial engagement of the workman. Entry permit will be issued only upon fulfilling the following:
- 4.5.1 Duly filled in Form-1 (Declaration Form) in respect of workmen to be deployed.
- 4.5.2 Contractor should ensure deployment of workmen only after obtaining ESI Registration Number (IP Number)/ Temporary I.D. Certificate from ESI for each and every workman covered under the Act.

#### **5.0 INSURANCE (For workmen/Supervisor not covered under ESI Act.)**

- 5.1 The Contractor shall take Group Insurance cover for the workmen to be engaged against all risks and furnish a Photocopy for getting entry pass and also at the time of claiming First monthly bill, failing which all further payment shall be withheld. NTPL shall not be responsible for any loss damage, injury caused to any property, man power.
- 5.2 The premium towards Group insurance shall be included in the price/rate quoted.
- 5.3 The Contractor shall, however follow with the Underwriter and settle the claims if any.
- 5.4 The Contractor shall insure his workmen against accident and injuries while at work as required by the relevant rules and it shall be the obligation of the Contractor to pay

compensation to any of his workers as per the Employee Compensation Act. No responsibility will rest on the NTPL in this regard.

**6.0** The Contractor shall follow the provisions of ESI Act, 1948 and Employee Compensation Act, 2010 as applicable from time to time.

**7.0 EMPLOYEE'S PROVIDENT FUND AND MISC., PROVISIONS ACT- 1952**

7.1 Contractor should submit copies of the following documents in respect of the workman proposed to be deployed by them for the works in respect of their contract agreement at the time of seeking entry permit (i.e., at the time of initial deployment).

7.1.1 Details of savings bank accounts held by the contract workmen in the bank having IFSC code along with the first page of the bank pass book containing all the details.

7.1.2 Residence Proof of workman (Copy of anyone of the following):

i.AADHAAR card

ii.Family card

iii.Driving License

iv.Voter I.D. Card

v.Telephone Bill

vi.PAN Card etc.

7.1.3 Duly filled in Nomination Form-II under EPF & MP Act, 1952 obtained from the workman.

7.1.4 Duly filled in Form-11 (Declaration) under EPF & MP Act, 1952 obtained from the workman.

7.2 The Contractor should arrange to obtain UAN number under EPF & Misc Provision Act, 1952 for every workman deployed by him.

7.3 Contractor should arrange Form-23 (Annual Slip) under EPF & MP Act, 1952 to his workmen.

7.4 Under Employees Provident Fund and Miscellaneous provisions Act, 1952 and as per the G.O. notification No. S35012/7/90 SS.II from 01.11.1990 (the date of effect of the amendment), every employee employed in or in connection with the work of a Factory or establishment to which the scheme applies shall be enrolled as EPF member from the date of joining the factory or establishment. The rate of subscription/contribution and other charges shall be remitted by the Contractor as per the rules stipulated under EPF and MP Act, 1952 and with amendments if any.

7.5 In case no bill is claimed by the Contractor on monthly basis, notwithstanding anything contained in the terms of contract, as to the disbursement of payment to the Contractor, the Contractor shall remit the amount of EPF subscription, contribution including other applicable charges and penal damages if any in respect of all the contract workers engaged, as calculated by Unit HR on or before 10<sup>th</sup> of every month to the Account Centre/ The Plant. In the event of default by the Contractor in this regard, NTPL shall be at liberty to initiate appropriate action including termination of contract at the risk & cost of the Contractor.

7.6 The Contractor should pay contribution at the rate of 12% of wages and deduct 12% of wages as subscription from workmen towards EPF and remit the same to EPF organisation within the stipulated date and produce proof for the same along with statements to HR department.

#### **8.0 SECURITY DEPOSIT (SD).**

8.1 The successful bidder shall pay a refundable Security Deposit (SD) amount equivalent to the allotted quantity for 66 days. ie. Allotted Qty [MT] X 66 [days] X [Awarded rate]. **The calculated amount has to be paid within 15 days of issuance of Letter of Award/LOA.** The validity shall be for the entire contract period of 24 months plus six months claim period i.e. for 30 months from the date of Letter of Award/LOA. The Security deposit can be deposited in the form of NEFT/RTGS, Demand Draft or by Bank Guarantee of any nationalized bank or scheduled bank in India (other than bank of China), authorized by Reserve Bank of India to issue such bank Guarantee, in favour of 'NLC Tamilnadu Power Ltd' payable at Tuticorin. **Lifting of allotted ash will be permitted only on acceptance of Security Deposit.**

8.2 In case of successful bidder, the Earnest Money Deposited in the form of Pay Order/Banker's Cheque/ A/C payee DD/NEFT/RTGS may be adjusted towards Initial security deposit and the balance amount shall be paid by of NEFT/RTGS, Demand Draft. Otherwise, Bank Guarantee for entire security deposit as indicated above may be obtained and on acceptance of the Bank Guarantee for Security Deposit, the EMD furnished for the tender will be returned.

8.3 Successful Tenderer shall furnish the fresh Bank Guarantee towards Security Deposit within 15 days from the date of LOA or before the expiry of EMD BG whichever is earlier.

8.4 The Security deposit shall not bear any interest.

8.5 SD shall be kept valid till the completion of the period of contract plus six months claim period.

8.6 In the case of BG furnished towards Security Deposit, the same shall be executed by the banker on a non-judicial stamp paper of **value not less than Rs.80/-** which shall be purchased in the name of the Banker.

8.7 All Bank Guarantees except EMD/Bid Guarantee are to be furnished directly by the Banker to NTPL either by RPAD/Courier.

#### **9.0 PRICE BASIS**

The Rate quoted shall be firm throughout the contract period.

#### **10.0 PAYMENT TERMS: (As indicated in the Special Condition).**

#### **11.0 TIME SCHEDULE:**

11.1 The time schedule for completion of supplies / work shall be as indicated in the special condition.

11.2 **However**, NTPL, reserves the right to extend the time schedule for any further period as considered necessary, under the same terms and conditions and prices/rates agreed.

#### **12.0 Not Applicable**

### **13.0 FORCE MAJEURE**

- 13.1 The Conditions such as act of God, civil commotion, strike, lock out, concerted action of workmen, sabotage, riots, revolution, war, flood, fire, explosion, earth quake, epidemic, piracy which are beyond the control of the parties shall constitute force majeure.
- 13.2 Heavy monsoon of the duration of 3 (Three) days and beyond shall also constitute Force Majeure.
- 13.3 Events covered within the scope of contract only shall constitute Force Majeure.
- 13.4 However, it is the responsibility of the Contractor to inform the NTPL immediately on any such occurrence and later on normalization furnishing documentary evidence and seek time extension.
- 13.5 Such time extension sought will be considered and time extension shall be granted without application of Price Reduction Clause.
- 13.6 The Contractor shall not have any right or any claim whatsoever arising thereon.

### **14.0 SUPERVISION**

- 14.1 The NTPL, reserves the right to inspect and supervise the work.

### **15.0 Not Applicable**

### **16.0 DISCHARGE/COMPLETION OF CONTRACT**

The Contract will be deemed to have been completed after satisfactory fulfilment of all the obligations as per Contract documents, final bills paid, and release of security deposit. However, if any claim arises in respect of the obligations in connection with the Contract, the Contractor has to settle the claim.

- 17.0 PRESERVATION OF PEACE:** The Contractor shall take adequate precaution and use his best endeavour to prevent and avert any riotous or any unlawful action by workers engaged by him and preserve peace all the times.

### **18.0 LABOUR LAWS**

The Governing Acts as applicable and as amended shall be strictly followed. Some of such acts are given below. List of Labour legislation under which compliance, maintenance of registers and sending of returns shall be ensured by contractor. While complying with the Act complying with relevant rules is issued under the said Acts and administrative circulars there on shall also be ensured by the contractor

- 18.1 The Factories Act, 1948
- 18.2 The Contract Labour (R&A) Act, 1970
- 18.3 The Employees Provident Fund and Misc. Provision Act, 1952
- 18.4 The Employees' Compensation Act, 1923
- 18.5 The Minimum Wages Act, 1948
- 18.6 The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996

- 18.7 The Building and Other Construction Workers Welfare Cess Act, 1996
- 18.8 The Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- 18.9 The Payment of Wages Act, 1936
- 18.10 The Payment of Bonus Act, 1965
- 18.11 Maternity Benefit Act, 1971
- 18.12 The Child Labour (Prohibition And Regulation) Act, 1986
- 18.13 The Employees' State Insurance Act, 1948
- 18.14 Equal Remuneration Act, 1976
- 18.15 The Industrial Disputes Act, 1947
- 18.16 The Payment of Gratuity Act, 1972
- 18.17 The Tamil Nadu Industrial Establishments (National And Festival holidays) Act, 1958
- 18.18 The Tamil Nadu Labour Welfare Fund Act, 1972
- 18.19 The Trade Union Act, 1926
- 18.20 The Apprentices Act, 1961
- 18.21 Industrial Employment (Standing Orders) Act, 1946
- 18.22 The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959.

## **19.0 THE CONTRACT LABOUR REGULATION**

- 19.1 Under the of Contract Labour (R&A) Act, 1970 and CLRA (Central) Rules, 1971 any Contractor who employed 20 (or) more workmen on any day of the preceding 12 months shall obtain license. The license so obtained shall be renewed and kept valid throughout the agreement period.
- 19.2 An employment card in Form XII of Contract Labour (Regulation & Abolition) Act, 1970, rule 1971 shall be issued to each contract worker by the Contractor concerned. Contractors shall bring in workmen to the work spot on days of work after furnishing to CISF the list of workmen being brought into work spot. The list shall also contain the name of the Contractor, description of work and bear the signature of the Contractor / supervisor. A copy of the list has to be sent to HR/ Unit representative.
- 19.3 Every Contractor shall maintain the following registers under the Contract Labour (R&A) Act, 1970 and CLRA (Central) Rules, 1971
  - 19.3.1 Register of Contracts in Form-XII
  - 19.3.2 Register of workmen employed by Contractor in Form-A
  - 19.3.3 Employment card in Form-XII
  - 19.3.4 Muster Roll in Form-D
  - 19.3.5 Register of wages in Form-B
  - 19.3.6 Wage slip in Form-XIX

19.3.7 Register of deductions for damages/loss in Form-C

19.3.8 Register of Fines in Form-C

19.3.9 Register of Advance in Form-C

19.3.10 Register of over time in Form-B

- 19.4 The Contractor is instructed to produce the Registers maintained by them before 10th of every month to the Unit HR. Failure to comply with the statutory provisions shall entitle prosecution by the statutory authorities besides blacklisting the Contractor.
- 19.5 The Contractor shall cover all his/their workmen under ESI Act, 1948 and Employee Compensation Act, 2010 as applicable from time to time. Failure to comply with the statutory provisions will entitle prosecution by the statutory authorities besides blacklisting of the Contractor.
- 19.6 The Contractor shall issue a service certificate to the workman who leaves his employment in Form-VIII.
- 19.7 If any contract worker is employed on a Paid Holiday declared as such by the NTPL, he shall be paid either double ordinary rate of wages or single ordinary rate plus a compensatory holiday for one day with wages at the discretion of workmen.
- 19.8 The Contractor shall pay the prevailing rate of wages as notified by NTPL from time to time.
- 19.9 At the end of each month, the Contractor shall submit the attendance register, which will be countersigned by Executive authorized, after due verification of the correctness of the contents.
- 19.10 The Contractor shall make payment to contract workmen working under his control on or before 7th of every month and the payments shall be made through e-payment to his bank account. The Contractor shall produce the wages payment acquaintance (Form -D & B) on or before 10<sup>th</sup> of every month to the HR Department without fail. The Contractor shall keep and maintain all the statutory registers as prescribed in various statutes applicable as indicated in the agreement at the place of work to ensure access for inspection by the statutory authorities

## **20.0 LEGAL JURISDICTION**

Courts having jurisdiction over Tuticorin shall have the ordinary jurisdiction as per law.

## **21.0 ENVIRONMENT**

- 21.1 It is mandatory to comply with all applicable Environmental and other Legislations.
- 21.2 The Contractor shall comply with the Environment Act 1986 and associated rules with latest amendments if any. The Contractor during the execution of work shall ensure optimal usage of resources and to dispose the waste materials as specified by company procedures.

- 21.3 The Vehicle brought inside shall comply with Motor Vehicle Act 1988 and also possess valid 'Pollution under Control' Certificate. The vehicle shall be maintained as per the user's instruction and transportation of waste materials including waste oil and batteries shall be disposed as per the relevant Govt. Rules.
- 21.4 The Contractor shall make aware the concerned drivers about hazardous materials and to train the drivers to handle the emergency situation during transportation.
- 21.5 The Driver should Posses "TREM Card" (Transport Emergency Card) with him. Contractor's Vehicle should have Noise Level below the criteria as per STANDARD.
- 21.6 Ash tippers should be washed / cleaned before delivery to minimise dust pollution.
- 21.7 The Contractor shall ensure for ZERO spillage of Oil / Chemical in their respective area of work. Oil choked waste /any hazardous materials/waste materials shall not be thrown inside the Plant Premises including Toilets to maintain good sanitary conditions.
- 21.8 The Contractor/ Supervisors /Workmen shall not bring the Plastic Carry bags inside the industrial premises.
- 21.9 Handling of fire prone materials and explosive gases are involved in the industrial premises and so Smoking/Liquoring/entry of person under the influence of intoxicants are prohibited.
- 21.10 The Contractor should ensure that their workmen working inside the Plant shall have the awareness on emergency preparedness plan and assembly points. The Contractor shall send their workmen to the safety / environmental protection classes arranged by NTPL. After getting guidelines from safety officer / Environmental (ISO) Dept., the Contractor shall explain their workmen about potential hazards, accidents, emergencies, environmental impact and explain all precautions to be taken.
- 21.11 Contractor should clean the site after completion of work and dispose the debris to the places as indicated by NTPL officials.
- 21.12 The responsibility for maintaining the environment clean and good House Keeping in their respective working area rests on the Contractor and if any Workmen or Supervisors of the Contractor is not observing the above stated instructions, suitable penal action will be imposed on the Contractor.

## **22.0 PARTNERSHIP FIRMS**

If the tenderer is a partnership firm, the partner on whose pre-qualification, the work was awarded shall not withdraw from the partnership till the completion of the work in case they happened to be the successful bidder and if there is any reconstitution of the partnership, it is the responsibility of the firm to intimate the same to NTPL immediately. Otherwise, the contract will be liable for termination at the risk & cost of the Contractor.

**23.0 TERMINATION OF SERVICES OF ANY WORKER**

- 23.1 NTPL, may direct the Contractor to dispense /discharge with the services of any worker engaged, found to conduct himself against the interest of work and interest of the NTPL. Upon such direction, the Worker shall be stopped from the work and entering into NTPL's premises, immediately.
- 23.2 The Officers of the NTPL have the right to request the Contractor to remove such of those workers whom they consider incompetent and undesirable for any particular job.

**24.0 TERMINATION OF CONTRACT/SHORTCLOSING:**

- 24.1 The Contract shall be terminated if the performance is found to be unsatisfactory after issue of due Notice. In such a case, the Contractor shall not have any claim for any compensation. The Security Deposit shall be forfeited. The balance work will be executed by NTPL by other means at the risk and cost of the Contractor.
- 24.2 The Contract may be short closed / foreclosed at any time during the Contract period due to special circumstances after due Notification. Payment due to the Contractor for the works done by him till such time will be made.

**25.0 PENAL ACTIONS:** In the event of breach / non-fulfilment of any conditions of the contract by the Contractor, the corporation will take action, as deem fit, against the Contractor which includes Suspension / Banning of the Contractor besides termination of contract at the risk & cost of Contractor and with forfeiture of Security Deposit.

**25.1 SUSPENSION:**

If the Performance of any Contractor is found to be unsatisfactory or if the conduct is under suspicion or in the event of any breach of the conditions committed by the Contractor or his collaborator / associate / agent, the Contractor will be suspended for six months.

**25.2 BANNING FOR ONE YEAR:**

Supplying defective / poor quality materials or Performing substandard works and failure to rectify / replace the same even after reasonable extension is given to the Contractor will lead to Banning for a period of 1 (One) year.

**25.3 BANNING FOR TWO YEARS:**

The following acts shall lead to Banning of Bidder/Contractor for two years.

- 25.3.1 Formation of cartel with other Contractors with a view to artificially lower the prices.
- 25.3.2 Willful suppression of facts or furnishing of wrong information or manipulated / forged documents or using other illegal / unfair means.

25.3.3 If the Contractors are found guilty involving in malpractices like Bribery, Corruption etc. or are convicted for offences involving moral turpitude in relation to business dealings or security considerations including loyalty to the State or Country or the Contractor continuously refuses to return NTPL/NLCIL dues without showing adequate cause and the NTPL/NLCIL is satisfied that this is not due to a reasonable dispute which would attract proceeding in Arbitration or Court of Law.

25.3.4 If the bidder withdraws / modifies / impairs / derogates his offer on his own after tenders are opened or fails to accept the LOA / fails to submit Security Deposit/CPG.

**Note:** Any firm which is placed under Suspension / Banning by NTPL / NLCIL will not be allowed to participate in any tender issued on or after the date of suspension / banning order and also if that firm has already participated in any tender, which is under process their bid will not be considered for further processing.

**The procedure for suspension and banning of any firm/bidder/contractor shall be as per the extant guidelines.**

## **26.0 DISPUTE RESOLUTION**

### **26.1 INFORMAL DISPUTE RESOLUTION**

If any dispute between the Contractor and the Owner arises, it shall in the first instance be referred in writing to the Owner, who shall endeavour to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of receipt of intimation of the dispute by the Owner. Save as herein after provided, in respect of a dispute so referred, the decision of the Owner, shall be final and binding upon the Parties until, the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the Contract with all due diligence, whether or not either Party has sought Conciliation/arbitration of the dispute as herein after provided. The Parties agree to use reasonable efforts to resolve all disputes equitably and in good faith.

### **26.2 CONCILIATION:**

26.2.1 If the party is dissatisfied with the decision rendered by the Owner, or if the Owner omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NTPL/NLC Conciliation Rules', copy of which is available with the NTPL/NLC offices and or websites and the Bidders / Contractors shall abide by the NTPL/NLC Conciliation Rules for resolving any dispute arising out of this contract. Such a notification shall be in writing and it

shall be duly served on the other Party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.

26.2.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be settled by Conciliation in accordance with 'NTPL/NLC Conciliation Rules'. The Conciliation shall be held at Neyveli / Chennai / Tuticorin or in a place within India mutually agreed by the parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.

26.2.3 There shall be Conciliators, who will be appointed as per Section-5 of the 'NTPL/NLC Conciliation Rules' as below.

(a) Number of Conciliators(s):

(i) The Settlement Advisory Committee will consist of conciliator(s) from the approved panel maintained by NTPL/NLC as follows:

- Up to Rs.3.0 Crores: One Conciliator
- More than Rs.3.0 Crores: Three Conciliators

(ii) The provisional claim / counter claim amount shall be indicated by the respective parties while initiating / concurring for conciliation.

(iii) However, number of conciliators in the settlement advisory committee will not be modified, even if sum of actual claim and actual counter claim amount vary from the sum of provisional claim and counter claim amounts.

(b) Conciliator(s) will be appointed by CMD of NLC India Limited.

26.2.4 The Contract agreement / Purchase order conditions and the rights and obligations of the Parties, shall remain in full force and effect during the Conciliation Proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during the Conciliation proceedings.

26.2.5 For the purpose of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract. (Except as to any matter, the decision of which is specifically otherwise provided for in any of these conditions).

26.2.6 Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to.

26.2.7 Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.

26.2.8 Anything not found included in 'NTPL/NLC Conciliation Rules', but necessary to conduct the conciliation proceedings will be dealt with as per the Provisions of the 'Arbitration and Conciliation Act 1996-Part-III' or as per the statutory provisions modified from time to time.

26.2.9 Setting aside the dispute to be resolved, the work shall be proceeded with.

**26.3 ARBITRATION:**

**26.3.1** If the dispute is not resolved amicably through conciliation, then the same shall be referred to Arbitration.

26.3.2 Arbitration shall be as per Arbitration and Conciliation Act 1996, which shall be applicable only for the dispute(s) involving claims from 25 Lakhs to 20 Crores.

26.3.3 Dispute(s) involving claims below 25 Lakhs are subject to the jurisdiction of the respective Civil Court having jurisdiction over Tuticorin.

26.3.4 Dispute(s) involving claims above 20 Crores are subject to the exclusive jurisdiction of the Court situated at Chennai.

26.3.5 Setting aside the dispute to be resolved, the work shall be proceeded with.

26.3.6 For the sum of Provisional Claim & Provisional Counter Claim

- Up to Rs. 3.0 Crores: One Arbitrator
- More than Rs.3.0 Crores: Three Arbitrators

26.3.7 The Provisional Claim / Counter claim amount shall be indicated by the respective parties while initiating / concurring for Arbitration.

26.3.8 However, number of Arbitrators will not be modified, even if the Sum of Actual Claim and Actual Counter Claim amount vary from the sum of Provisional Claim and Counter Claim amounts.

26.3.9 The Sole Arbitrator to be appointed for the dispute with sum of Provisional Claim & Provisional Counter Claim up to Rs.3.0 crores, will be appointed by NTPL.

26.3.10 For the disputes with sum of Provisional Claim & Provisional Counter Claim more than Rs.3.0 crores: The Arbitration shall be conducted by 3 (Three) Arbitrators, one each nominated by each party and the third arbitrator appointed by both the arbitrators.

26.3.11 The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and its Amendments, if any, issued from time to time.

26.3.12 The Venue of the Arbitration shall be Chennai or Tuticorin.

26.3.13 The Arbitrators shall publish a speaking award which shall be binding on both the parties. The party in whose favour the award is passed, shall be entitled to recover the entire costs of arbitration from the other party. The arbitrators shall indicate the above clearly, in their award.

26.3.14 In case of Conciliation / Arbitration invoked with respect to certain disputes, payment to the contractor can be released for the items which are not under the referred Conciliation / Arbitration.

**26.3 For CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments):**

If an amicable settlement could not be reached then all the disputes/differences shall be settled as per Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 for CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments).

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial purchases and contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 Dated 14<sup>th</sup> December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties. The inter-se disputes of various Ministries/Departments/CPSEs etc., other than those related to taxation, are to be resolved through the existing AMRCD/AMRD mechanism”.

DPE, through Office Memorandum dated 25.07.2024 have issued a clarification to the O.M Dt: 14.12.2022 regarding the applicability of AMRCD guidelines to Government Organizations, as follows:

It is clarified that the interpretation and application of the provisions of commercial contract(s) in case of dispute(s) between the following organizations/Departments shall be taken up under AMRCD only:

- a. CPSE and CPSE;
- b. CPSE and Ministry/Department of Central Government;
- c. CPSE and Public authority/Organization or University under the Central Government;
- d. CPSE and State Governments/State PSUs/Public authority/Organization or University under any State Government.

**27.0 GOODS AND SERVICE TAX (GST)**

The Bidder shall be liable and responsible for payment of all statutory levies in the form of GST and all other taxes & duties applicable on the Supply of fly ash. Such statutory liabilities, if any, shall be paid by bidder extra at actual. (“Goods and Services Tax” or “GST” means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act, and various

State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).

**28.0 ORDER OF PRECEDENCE**

The condition stipulated in the Tender Schedule, Special Conditions, Scope of Work and Notice inviting Tender will supersede the conditions given in the General Conditions of Contract.

**29.0 OTHER CONDITIONS**

The contractor shall abide by the conditions prescribed in the NTPL “Notice Invite Tender, (NIT) Instructions to the bidder Special conditions and General conditions of the Tender” during the entire period of the contract.

**30.0 SUBLETTING OF THE CONTRACT**

- 30.1 The Contractor shall not sublet the contractor “back to back”. The Contractor may sublet, transfer or assign the contract to any other party/parties with the written permission of the NTPL
- 30.2 The Contractor shall not sublet, transfer or assign the contract fully or any part thereof, to any other party without the written permission of the NTPL.
- 30.3 Sub-contracting shall be permitted only with the specific written approval by NTPL.
- 30.4 Notwithstanding any permission to subcontract the work, the Contractor shall be responsible for the due fulfillment of the Scope of work and shall not be relieved of his obligations.
- 30.5 The contractor while performing the scope of work shall coordinate with the operating executives of the place.

**31.0 SIGNING OF CONTRACT**

- 31.1 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Award (LOA). The Contractor shall then be required to execute an agreement within 30 (Thirty) days from the date of Letter of Award (LOA).
- 31.2 The successful bidder has to execute the contract agreement in the prescribed proforma on a non-judicial stamp paper of value Rs.20 /- within 60 (SIXTY) days from the date of Letter of Award (LOA). The Stamp Papers shall be purchased in the name of NTPL, Tuticorin or the Contractor.

31.3 No agreement is valid unless it has been signed by the Contractor or his duly authorised agent and by a competent person on behalf of NTPL.

31.4 The Contractor should submit **4 (FOUR)** copies of the signed agreement to NTPL.

### **32.0 LIMITATION OF LIABILITY**

32.1 Except in case of Criminal Negligence or Wilful Misconduct, the Contractor shall not be liable to the NTPL, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor.

32.2 The aggregated liability of the Contractor to the NTPL whether under the contract, in tort or otherwise shall not exceed the total contract price provided that this limitation shall not apply to any obligation of the Contractor to indemnify the NTPL with respect to patent infringement.

### **33.0 Bank Guarantees through SFMS Platform:**

All the Bank Guarantees shall be irrevocable. The Bank Guarantees shall be from Scheduled Commercial bank authorized by Reserve Bank of India to issue such Bank Guarantee. Except Bid Guarantee, all bank guarantees are to be furnished directly by the banker to NTPL by RPAD/ speed Post / courier to the following address;

**The Dy. General Manager / Contracts & Purchase,  
Office of the Chief Executive Officer,  
NLC Tamilnadu Power Ltd  
Harbour Estate.  
Tuticorin – 628004.**

The Bank guarantee issued by the Issuing Bank on behalf of Bidder/Contractor/Supplier in favour of NLC Tamilnadu Power Limited shall be in paper form as well as issued under the “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS platform is furnished below.

Name of Beneficiary & Its details		Beneficiary Bank, Branch & Address	IFSC Code
Name	Unit / Area / Division		
NLC Tamilnadu Power Limited	Office of the Chief Executive Officer, Contracts & Purchase Division	State Bank of India, Beach Road, Tuticorin– 628001.	SBIN0061071

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode.

Any Bank Guarantee submitted in physical mode, including EMD/Bid Guarantee, which cannot be verifiable through SFMS will be rejected summarily. The Bank Guarantee shall be furnished as per respective format prescribed by the NTPL and shall be submitted on non-judicial stamp paper of value Rs.80/- or other appropriate value and the stamp paper shall be in the name of the Bank.

All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any dispute between the Bank and the Supplier, to the NTPL without any condition or dispute whatsoever, subject to fulfillment of the conditions of the Bank Guarantee by NTPL, the Supplier waives any and all rights to seek injunctive or such like relief restraining NTPL from invoking the Bank Guarantee or the Bank from making payment in terms of the Bank Guarantee.

The Supplier shall arrange to keep the bank guarantee referred to herein valid for the requisite duration by making timely request to the Bank concerned. All the extension of Bank Guarantee also shall be on non-judicial stamp paper of value Rs.80/- obtained in the Name of Bank. All charges connected with the bank guarantee shall be to the account of the Supplier.

No interest shall be payable by NTPL on the Bank Guarantee or on any part of Bank Guarantee encashed. NTPL shall have the right to encash the Bank Guarantee for non-compliance of any or all the terms and conditions of the Purchase Order. Failure, delay or omission to invoke or encash a Bank Guarantee, shall not disentitle or disable NTPL from exercising the right to invoke the BG, subsequently for the same, or similar or their triggering event

**34.0 FINALISATION OF THE CONTRACT:**

The Contract will be deemed to have been completed after satisfactory fulfillment of all the obligations as per Contract documents, and release of security deposit.

**35.0 COST OF TENDERING:** The Tenderer shall bear all costs and expenditure associated with the preparation of the Tender and connected work. NTPL shall not liable for these costs.

**BANK ACCOUNT DETAILS FOR E- PAYMENT**

1. Name of the individual/Company/  
Firm with address :
2. Bank A/c No :
3. Type of account :
4. Name of the bank :
5. Name of the Branch with address :
6. Branch code :
7. IFSC code (for NEFT/RTGS) payment :
8. Telephone No - Bank :
9. E-mail ID – Bank :
10. PAN CARD No (Bidder) :
11. Signature of the  
Individual/Company/firm :

Bank Seal

Signature

(Bank Branch Manager)

Manager Code No

**DECLARATION BY BIDDER**

To

The Chief Executive Officer,  
NLC Tamilnadu Power Ltd.,  
Harbour Estate, Tuticorin – 628004,  
Tamil Nadu

Dear Sir,

1. I hereby offer to carry out the works mentioned in the tender.
2. I have carefully perused the full tender document connected with the above works and I have fully understood the terms and conditions.
3. I am agreeable to abide by the above Terms & Conditions.
4. Declaration regarding relatives:
  - a) Whether any relatives employed in NTPL : YES / NO
  - b) If YES, furnish the details:

S.No	Name	Designation	Unit	CPF No	Relationship

Thanking you,

Yours faithfully

Place/Date

(Signature of the Bidder)

**(To be enclosed in Techno Commercial bid)**

**UNDERTAKING FOR UTILIZATION OF ASH**

To

NLC Tamilnadu Power Ltd (NTPL)

Tuticorin -4

Sir,

Sub: Under taking for usage of Fly ash in Cement/construction/or other ash-based product

This is to certify that we M/s ..... the bidder for NLC Tamilnadu Power Ltd Fly ash against Tender No....., the fly ash, if allocated to us under this tender shall be used in cement manufacturing/construction/ or other ash-based products /industry only.

Thanking you,

Signature of the bidder

**FORMAT FOR BID GUARANTEE FORM [EMD]**

- 01. This guarantee should be furnished by a Nationalised Bank/ Scheduled Bank, authorised by RBI to issue a Bank Guarantee in the same format as given below. NLC Tamilnadu Power Ltd reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
- 02. Unless otherwise expressly stated, the bid guarantee shall be extended only on behalf of the bidder on whose name the tender documents were purchased.
- 03. The bid and other documents shall be submitted only by the bidder on whose of the name the tender documents purchased.
- 04 The bid guarantee shall be executed only as per the format prescribed by NLC Tamilnadu Power Ltd . In the event of any deviation the decision of NLC Tamilnadu Power Ltd as to whether the same could be accepted or in is final and binding on the bidder.
- 05. The bank guarantee should be furnished on stamp paper of value not less than Rs. 80.00
- 06. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
- 07. NLC Tamilnadu Power Ltd reserves its right to reject the offer of the bidder, if any of the above conditions are not adhered to while furnishing the bids.

REF : .....

DATE:.....

BANK GUARANTEE NO:

TO

The Chief Executive Officer,  
NLC Tamilnadu Power Ltd,  
Harbour Estate,  
Tuticorin-628 004.

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No..... M/s .....  
..... herein after called the Bidder, with the following Directors on their Board of Directors/partners of the firm:

- |         |         |
|---------|---------|
| 1. .... | 2.....  |
| 3.....  | 4.....  |
| 5.....  | 6.....  |
| 7.....  | 8.....  |
| 9.....  | 10..... |

wish to participate in the said bid for furnishing the following:-

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of .....(in words and figures) valid for **240 days** from .....( the date of bid opening) is 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 of the contingencies mentioned in the bid documents, we the .....bank at .....having our Head office at ..... (local address) guarantee and undertake to pay immediately on demand by NLC Tamilnadu Power Ltd , stating that the bid is revoked during its validity period or the prices are increased unilaterally after the bid opening and during validity of the offer or the bidder have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract performance guarantee in the prescribed form, the amount of .....to the said NLC Tamilnadu Power Ltd without any reservation, protest, demur and recourse. Any such demand by the NLC Tamilnadu Power Ltd shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid upto .....@..... If any further extension to this guarantee is required the same shall be extended to such required periods on receiving instruction from M/s..... on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed ..... (in words)
- b. this bank guarantee shall be valid upto .....; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before .....

Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

In witness whereof the Bank, through its authorised Officer has set its hand and stamp on this .....day of ...2020 at.....

(Signature).....  
(Printed Name) .....  
(Designation) .....  
Staff Code No.....  
(Bank's Seal)

**WITNESS**

1. Signature.....  
Name in (Block Letters) .....

2. Signature  
Name in (Block Letters) .....

## 2 CONTRACT AGREEMENT

Note: To be on a Stamp Paper of appropriate value purchased in the Name of Tenderer or NTPL

This CONTRACT AGREEMENT made this ..... day of ..... ..20..... between NLC TAMILNADU POWER LIMITED (hereinafter called NTPL) of the one part and .....of .....in the state of ..... (hereinafter called the "CONTRACTOR") of the other part.

WHEREAS NTPL is desirous that certain work should be constructed viz. .... and has accepted a Tender by the Contractor for the construction or maintenance of such works.

### NOW THIS AGREEMENT WITNESETH AS FOLLOWS:

- 1.0 In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2.0 The following documents shall be deemed to form and have been read and construed as part of this agreement. Viz.
  - a. The said Tender
  - b. Invitation to Tender
  - c. Instructions to Bidders
  - d. General Conditions of Contract
  - e. Special Conditions of Contract
  - f. Specifications
  - g. Tender Schedule
  - h. Time Schedule
  - i. Drawings
  - j. Letter of Award.
- 3.0 In consideration of the payments to be made by Contractor to NTPL as hereinafter mentioned, the Contractor hereby covenants with NTPL for the purchase of material in conformity in all respects of the provisions of the Contract.
- 4.0 The Contractor hereby covenants to pay to NTPL in consideration of the purchase of material, the Contract Price at the time and in the manner prescribed by the Contract.

In Witness thereof the parties herein have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed and delivered by the said ..... in the presence of .....

Witness:

Signature:

Name in Block Letters:

Occupation:

Address:

<b>Dated Signature of the Contractor.</b> In the capacity ..... On behalf of .....	<b>Dated Signature of Chief Executive Officer</b> On behalf of NTPL.
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**(To be enclosed in Techno Commercial bid)**

**INTEGRITY PACT**

Between

NLC Tamilnadu Power Limited (NTPL), Tuticorin hereinafter referred to as "The Principal"

and

..... hereinafter referred to as "The Bidder/ Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....

..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Definitions:**

In pursuance of the above Pact, for the purposes of this provision, the Principal defines the relevant terms set forth therein as under:

- 1) "Contract" means the contract entered into between the Principal and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.
- 2) "Contractor" means the bidder or tenderer whose tender (bid) has been accepted by the principal or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- 3) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; In order to achieve these goals, the Principal proposes to appoint one or more External Independent Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- 4) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Principal designed to establish bid prices at artificial, non-competitive levels; and
- 5) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) "External Independent Monitor" means a person, hereinafter referred to as EIM, appointed, in accordance with Section 7 below, to verify compliance with this agreement.
- 7) "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 Principal and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Principal of the benefits of free and open competition;

8) "Party" means a signatory to this agreement.

9) "Owner" means NLC Tamilnadu Power Limited, Tuticorin incorporated under the Companies Act 1956, having their registered Office at Chennai, 600 010 and includes their successors.

10) "Bidder or Tenderer" means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder/Contractor**

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to form cartels in the bidding process.
3. The Bidder / Contractor will not commit any offence under the relevant Anticorruption Laws of India: further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

5. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

6. In case of sub-contracting, the principal contractor shall take the responsibility of the adaption of IP by the sub-contractor.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3. Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

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

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors**

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidders/Contractor/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - External Independent Monitor / Monitors**

(1) The IEMs have been appointed by the Central Vigilance Commission's task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

10) The Monitor can be removed from his office, before the expiry of his tenure only with the approval of the Board of the Principal.

**Section 9 - Pact Duration**

Integrity pact, in respect of particular contract, shall be operative from the date of IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of bidders and exclusion of bidders from future business dealings. For all other bidders it shall be operative up to 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai / Neyveli. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) A person signing IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.

.....

.....

For the Principal

for the Bidder / Contractor

Place .....

Date .....

Witness 1 .....

(With name and Address)

Witness 2 .....

**INTEGRITY PACT**

**INDEPENDENT EXTERNAL MONITORS**

Sl. No.	Name and Address	Phone No. and e-mail
1	Shri. Anand Deep, IRS (Retd) Flat No. 804, Prithvi Ratan Green Apartments, 7/172, Swaroopnagar, Kanpur - 208 002, Uttar Pradesh.	anand.deep117@gmail.com
2	Shri. Prem Chand Pankaj, Ex-CMD/NEEPCO M-402, Pioneer Park, Sector-61, Golf Course Extn. Road, Gurgaon, Haryana.	prempankaj@gmail.com

## Annexure-I

### **Price & Bidding Methodology (Book Building Method)**

1. The bidding quantity is 1500 MT daily with commitment of 40% of bottom ash.
2. At any price, the minimum quantity to be quoted by the bidder for two years is 73,000 MT (100 x 365 x 2).
3. At any price, Maximum quantity to be quoted by the bidder for two years is 2,19,000 MT (300 x 365 x 2).
4. The minimum Floor price is Rs 280/- (Rupees Two hundred and eighty only) per MT and the ceiling price is Rs 850/MT (Rupees Eight hundred and fifty only).
5. Bidders may quote the quantity required for two years against a price starting from the floor price and in multiples of Rs 10 ...ie Rs 280,290, 300, 310, 320 ..... so on up to the ceiling price Rs 850/-.
6. Bids quoted below floor price and above ceiling price will not be considered.

#### **Illustrative Example: -**

Bidding Quantity for 2 years

Rate/MT	Party A	Party B	Party C	Party D	Party E	Total Qty	% of Total
280							
290							
....							
340		219000			219000		
350				219000			
360							
....							
430							
440				146000			
450			219000		146000		
.....							
500							
510			146000		73000		
.....							
560	219000	146000		73000			
....							
850			73000				

**Case 1:** Quantity 2,19,000 MT quoted by the Bidder A against Rs 560/- shall be valid for all rate up to Rs 280/- since this bidder has not quoted any quantity against any rate of 280,290,300,310,320 etc.,

**Case 2:** Quantity 1,46,000 MT quoted by bidder B against the rate Rs 560 shall be valid for all rate up to Rs 350 only, since the bidder has specified quantity 2,19,000 MT against Rs 340.

**Case 3:** Quantity 73000 MT quoted by Party C against Rs 850/- is valid up to Rs 520/- and quantity 146000 MT quoted against price Rs 510/- shall be valid up to Rs 460 and quantity 2,19,000 MT quoted at Rs 450 shall be valid up to Rs 280/-

#### **7. Evaluation Criteria of Bids:**

##### **Case (A) :**

For cumulative quantities quoted by bidders between 80 % and 100 % tender quantity, the price at which maximum revenue generated will be the **discovered price**. The quantity quoted by each bidder in this price band will be allocated to the bidders.

##### **Case(B)**

In case the cumulative quantity quoted by the bidder does not fall between 80 % and 100% of tendered quantity, but above the tendered quantity, the **discovered price** shall correspond to cumulative quantity nearest to 100 % and the allocated quantity shall be modified on pro-rata basis to the tendered quantity.

##### **Evaluation Criteria of Bids Case (A):**

For cumulative quantities quoted by bidders between 80 % and 100 % tender quantity, the **discovered price is Rs 440/-** as it gives maximum revenue of Rs 38,54,40,000/- at 100 % tendered qty. The quantity quoted by each bidder in this price band will be allocated to the bidders.

The allotment will be as below.

Rate/MT	Party A	Party B	Party C	Party D	Party E	Total Qty	% of Total	Total Revenue @ this rate (Rs Crore)
280	219000	219000	219000	219000	219000	1095000	125%	24.528
290	219000	219000	219000	219000	219000	1095000	125%	26.280
.....	219000	219000	219000	219000	219000	1095000	125%	28.032
340	219000	<b>219000</b>	219000	219000	<b>219000</b>	1095000	125%	29.784
350	219000	146000	219000	<b>219000</b>	146000	949000	108%	31.536
360	219000	146000	219000	146000	146000	876000	100%	33.288
.....	219000	146000	219000	146000	146000	876000	100%	35.040
430	219000	146000	219000	146000	146000	876000	100%	36.792
440	219000	146000	219000	<b>146000</b>	146000	876000	100%	<b>38.544</b>
450	219000	146000	<b>219000</b>	73000	<b>146000</b>	803000	92%	36.938
.....	219000	146000	146000	73000	73000	657000	75%	IGNORED
500	219000	146000	146000	73000	73000	657000	75%	IGNORED
510	219000	146000	<b>146000</b>	73000	<b>73000</b>	657000	75%	IGNORED
.....	219000	146000	73000	73000	0	511000	58%	IGNORED
560	<b>219000</b>	<b>146000</b>	73000	<b>73000</b>	0	511000	58%	IGNORED
.....	0	0	73000	0	0	73000	8%	IGNORED
850	0	0	<b>73000</b>	0	0	73000	8%	IGNORED

Bidder A: 2,19,000 for two years. Daily 300MT.

Bidder B: 1,46,000 for two years. Daily 200MT.

Bidder C; 2,19,000 for two years. Daily 300MT.

Bidder D; 1,46,000 for two years. Daily 200MT.

Bidder E: 1,46,000 for two years. Daily 200MT

**Evaluation Criteria of Bids Case (B):**

Bidding Quantity for 2 years

Rate/MT	Party A	Party B	Party C	Party D	Party E	Total Qty	% of Total	Total Revenue @ this rate (Rs Crore)
280.00								
290.00								
.....								
340.00		<b>219000</b>			<b>219000</b>			
350.00				<b>110000</b>				
360.00								
.....								
430.00				<b>105000</b>				
440.00			<b>180000</b>					
450.00			<b>120000</b>		<b>80000</b>			
.....								
500.00								
510.00			<b>100000</b>		<b>73000</b>			
.....								
560.00	<b>200000</b>	<b>80000</b>		<b>73000</b>				
.....								
850.00			<b>73000</b>					

**Evaluation Criteria of Bids Case (B):**

Rate per MT	Party A	Party B	Party C	Party D	Party E	Total Qty	% of Total	Total Revenue @ this rate (Rs Crore)
280.00	200000	219000	180000	110000	219000	928000	105.94%	25.984
290.00	200000	219000	180000	110000	219000	928000	105.94%	26.912
.....	200000	219000	180000	110000	219000	928000	105.94%	....
<b>340.00</b>	200000	<b>219000</b>	180000	110000	<b>219000</b>	928000	105.94%	31.552
350.00	200000	80000	180000	<b>110000</b>	80000	650000	74.20%	IGNORED
360.00	200000	80000	180000	105000	80000	645000	73.63%	IGNORED
.....	200000	80000	180000	105000	80000	645000	73.63%	IGNORED
430.00	200000	80000	180000	<b>105000</b>	80000	645000	73.63%	IGNORED
440.00	200000	80000	<b>180000</b>	73000	80000	613000	69.98%	IGNORED
450.00	200000	80000	<b>120000</b>	73000	<b>80000</b>	553000	63.13%	IGNORED
.....	200000	80000	100000	73000	73000	526000	60.05%	IGNORED
500.00	200000	80000	100000	73000	73000	526000	60.05%	IGNORED
510.00	200000	80000	<b>100000</b>	73000	<b>73000</b>	526000	60.05%	IGNORED
.....	200000	80000	73000	73000	0	426000	48.63%	IGNORED
560.00	<b>200000</b>	<b>80000</b>	73000	<b>73000</b>	0	426000	48.63%	IGNORED
.....	0	0	73000	0	0	73000	8.33%	IGNORED
850.00	0	0	<b>73000</b>	0	0	73000	8.33%	IGNORED

In the above table no bidders quoted between 80 % & 100 % of tendered qty. But quoted above the tendered quantity, and 105.94 % is nearest to 100% and maximum revenue generated is Rs 31,55,20,000. Hence discovered price is Rs 340.00

Then bidder gets allocation = (bid quantity by the bidder x tendered qty / total bid quantity at that discovered price)

Thus, Bidder A get  $2,00,000 \times 8,76,000 / 9,28,000 = 1,88,790$  MT for 2 years

On daily basis =  $1,88,790 / (365 \times 2) = 258$  MT roundup to nearest 10 MT i.e. 260 MT

While rounding off

If daily quantity is below 100 MT then it is rounded to 100 MT.

If it is above 100 and below 300 it is roundup to nearest 10.

Bottom ash will be 40 % of daily quantity.

The allotment will be as below.

Bidder A: 1,88,793 for two years. Daily 260 MT.

Bidder B: 2,06,728 for two years. Daily 290 MT.

Bidder C; 1,69,914 for two years. Daily 240 MT.

Bidder D; 1,03,836 for two years. Daily 150 MT.

Bidder E: 2,06,728 for two years. Daily 290 MT