



एनटीपीसी लिमिटेड  
(भारत सरकार का उद्यम)

**NTPC Limited**  
(A Government of India Enterprise)

**Ramagundam Super Thermal Power Station**  
**CONTRACT SERVICES & MATERIALS DEPARTMENT**

Po: Jyothinagar; Dist: Peddapalli – 505 215 (T.S.)

**INVITATION FOR BID / NIT**  
(Domestic Competitive Bidding)

**NIT Ref. No. 09/CS/22-23/ 9900237773**

**Dated: 29.04.2022**

NTPC Ltd, Ramagundam invites Bids / Tenders / Proposals from eligible Bidders / Parties for the below:

**Description of Work: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP –STORES**

**Tender Fee:** Rs.1125/-,

**EMD:** As per tender documents. *Bid Security declaration applicable.*

**Last date for request of tender documents :** 19/05/2022 16.30hrs

**Last date for downloading of tender documents:** 19/05/2022 17.30hrs

**Bid submission last dt: 20/05/2022 at 12:30 Hrs.**

**BOD: 20/05/2022 15.30 Hrs**

Contact details: AGM (C&M), knmrao@ntpc.co.in / Ph: 08728-264201  
Sr. Manager(C&M), rakeshagrawal@ntpc.co.in / Ph: 08728-264215

For detailed IFB/NIT, please visit at [www.ntpctender.com](http://www.ntpctender.com) and download the tender documents. All corrigenda, addenda, amendments, clarifications, time extensions etc. if any to above tenders will be hosted in the NTPC websites mentioned above only.

- A.** Issuance of Bidding Documents to any bidder shall not construe that bidder is considered qualified.
- B.** NTPC reserves the right to reject any or all bids or cancel / withdraw the Invitation For Bids (IFB) without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.



**NTPC Limited**  
( A Government of India Enterprise )  
**Ramagundam Super Thermal Power Station**  
PO JYOTINAGAR  
DISTRICT PEDDAPALLI  
Telangana- 505215, India

Telephone No. : 08728-272645/272674 Fax No. : 08728-272656/272094

CST No : ADB/06/02/1096/88-89

TIN No : 36920137354

ENQUIRY TO VENDORS AS PER ATTACHED ANNEXURE

**NIT Number** : 9900237773/010/1033  
**NIT Date** : ~~08.04.2022~~ 29.04.2022  
**EMD Amount in INR** : Not Applicable  
**EMD Amount in US\$** : Not Applicable  
**Bid Opening Date** : 20.05.2022  
**Bid Opening Time** : 15:30:00 Hrs

**Subject:** Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP -STORES

Dear Sir,

With reference to your request for issue of tender documents vide your letter number , the tender papers consisting of the following documents are enclosed.

- a) Bidding process
- b) Scope of Work and Special Terms and Conditions
- c) General Terms and conditions for deployment of Vehicles on hire basis
- d) BOQ cum Quote sheet
- e) Details of Vehicle
- f) Undertaking
- g) PF,ESI & GST Declaration form
- h) EFT form

Tender Document consist of no. of pages.

12:30:00

Your offer should reach this office latest by ~~15:00:00~~ Hrs on BOD.

In case, you find any difficulty in submitting your offer in person, following officials may be contacted :

- |   |   |
|---|---|
| <p><b>1. Mr KNM Rao</b><br/>AGM(C&amp;M)<br/>1st Floor, Administrative Building,<br/>NTPC Ltd,Ramagundam Super Thermal power<br/>Dist:Karimnagar, Telangana State<br/><b>Tel No. : 08728-264201</b></p> | <p><b>2. Mr Rakesh Kr Agrawal</b><br/>Sr Manager(C&amp;M)<br/>4th Floor, Administartive Building<br/>NTPC Ltd,Ramagundam Super Thermal Power<br/>Dist:Karimnagar, Telangana State<br/><b>Tel No. : 08728-264214</b></p> |
|---|---|

Tender shall be submitted in sealed envelope by Regd post/Hand Delivery super scribing Enquiry No. & Date and Bid Opening Date.

Thanking You,

For & behalf of NTPC Limited

Rakesh Kumar Agrawal  
Sr. Manager (C&M)

RAKESH KUMAR AGRAWAL  
Digitally signed by RAKESH KUMAR AGRAWAL  
Date: 2022.04.29 11:32:29 +05'30'

## BIDDING PROCESS

1. PROCEDURE FOR BID OPENING: The Bids comprise two parts. One, Technical bid and the other Price (Commercial) bid. Both have to be submitted at a time by the bidder in separate envelopes. Technical bids shall be opened first and the price (commercial) bids of the qualified bidders will be opened.
2. PROCEDURE FOR SUBMISSION OF BIDS: The Bids shall be submitted in **TWO (2) Parts**, with each part in separate superscribed-envelope as mentioned below:

**PART-A : Technical Bid**, comprising of:

- a). **Tender Fee Rs. 1125/-** and
- b) **Bid security Declaration (mandatory)** in the form specified in the Bid documents
- b) **Documents in support of meeting Qualifying Requirements (QR)**: The bidder should enclose (i) Letter of Undertaking or (ii) Details of vehicle, (iii) declaration form
- c). Eligible Micro and Small Enterprises submit MSME certificate - Udyam Registration
- d) All documents of tender enquiry signed and stamped on each page as an acceptance by the bidder of all terms and conditions of subject tender.

All these documents shall be kept in a single envelope; duly sealed and superscribed as: **"Part-A: Technical Bid"** "NIT Ref No. 09/CS/22-23/9900237773".

**PART-B: Commercial Bid**, comprising of duly filled-in "Bill of Quantities Cum Quote Sheet".

The bidder has to quote for the BOQ available in the bid document. Any price mentioned at places other than the "Bill of Quantities Cum Quote Sheet" shall not be considered

Quote sheet shall be kept in a single envelope; duly sealed and superscribed as: **"Part-B: Commercial Bid"** "NIT Ref No. 09/CS/22-23/9900237773".

**All above documents of Part-A & Part-B should be duly signed and stamped on each page.**

3. Both the envelopes i.e. **Part-A** (Technical bid) and **Part-B** (Commercial Bid), as above, shall be placed in **one-common-envelope**; and this common-envelope should be duly sealed and addressed /superscribed as given below:

**Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP –STORES.**

**Bid Opening Date: 20/05/2022**

**Addressed to as per below**

AGM(C&M), Contracts Services Department,  
4th Floor, Administrative Building  
NTPC-Jyothinagar – 505 215.  
Ramagundam, Dist: Peddapalli (T.S)

**Bids are to be deposited in the tender box located at 4<sup>th</sup> floor, Administrative Building, NTPC-Jyothinagar**

4. **Procedure of Bid Opening: For submission of bids, the time (i.e. 12:30 Hrs.) and scheduled Bid Opening Date mentioned above, shall be treated as cut-off line. Subsequent changes to Commercial Bid shall not be entertained; by any manner such as supplementary letters / offers etc.** On the scheduled Bid Opening Date mentioned above, the envelope of Part-A of Bid shall be opened, from 15:00 Hrs onwards; in the presence of participant Tenderers (who wish to be present). If the scheduled Bid Opening Date happens to be a closed-holiday, the next working day shall be treated as Bid Opening date. Bids not accompanied

## **BIDDING PROCESS**

with the technical documents; shall not be entertained and such bids will be returned to the bidders subsequently. NTPC takes no responsibility for delay, loss or non receipt of bids sent by tenderer through post/courier.

5. **Benefits To Micro and Small Enterprises (MSEs):**

Award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is MSE.
  - b) In case L1 bidder is not MSE, then all the MSE vendor(s) who have quoted within the range of L1+15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE Bidder and so on ) to bring down its price to match with L1 bidder. Award for the full quantity (of one vehicle) shall be placed on the MSE Vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
  - c) If no MSE vendor who has quoted within the range of L1+15% accepts the price of L1 bidder then the award shall be made on the L1 bidder.
6. The bidders who wish to participate in the bidding shall satisfactorily establish that they fulfil the stipulated requirements and should furnish appropriate supporting documentary evidence, along with the bid as explained.
7. **"If the rates/ prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/ prices have been called for in the bids,) are found to be abnormally high or low in relation to the NTPC estimate of the cost of work to be performed under the Contract. Then NTPC may require the bidder to produce detailed rate/ prices analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of these rates / prices with the construction methods and schedule proposed.**
8. NTPC reserves the right to evaluate operational part of any or all the bids found technically and commercially acceptable. The decision of NTPC shall be final and binding in this regard.
9. NTPC reserves the right to ban the party from the business if the party withdraw the offer after becoming the lowest valued bidder and also if the party does not execute the order after placement of purchase order.
10. All bidders must **mandatorily provide their registered E-mail id's**. For any future requirements against this tender or tenders for subsequent requirements for hiring of any vehicles at NTPC Ramagundam/Telangana may be made by e-mail only.
11. While placing the Order, NTPC reserves the right to allot any vehicle to any section/ department at the premises of NTPC. It shall be at the sole discretion of NTPC.
12. Your Offer shall be valid upto 180 days from the date of Bid Opening.
13. **Tender Fee: A Tender fee of Rs 1125/- is applicable.. Micro and Small Enterprise bidders can avail exemption in Tender Fee by submitting self certified copy of Udyam Registration. Bidders have to submit tender fee online through NEFT/RTGS to NTPC's Bank as follows:**

**NAME : NTPC LIMITED.**

**ACCOUNT NO. : 40231103380**

**IFSC : SBIN0008866**

## **BIDDING PROCESS**

While carrying out online transfer, Bidders shall ensure to enter “**Tender Fee - NIT No-Vendor Name**” in the Text / Remarks / Reason field. Bidder shall attach the details of same in their techno- commercial bid in the following format:

### **Declaration for Tender Fee Deposit**

Tender No. :

Vendor Name :

UTR Reference :

Amount:

Date of Transfer:

Transferor Bank:

**(Signature of Vendor with Seal)**

14. **Earnest money deposit (EMD):** EMD not applicable. However, all Bidders shall have to submit Bid security Declaration (mandatory) as per enclosed format.
15. **Additional Security Deposit (ASD):**
  - (A) The successful bidder shall have to submit Additional Security Deposit for **Rs 1,00,000/- (per vehicle)** for issue of Brief Letter of Award.
  - (B) The ASD offered shall, be submitted by bidder via online transfer in NTPC’s bank account having following particulars:

**NAME : NTPC LIMITED.  
ACCOUNT NO. : 40231103380  
IFSC : SBIN0008866**

While carrying out online transfer, Bidders shall ensure to enter “**ASD - NIT No-Vendor Name**” in the Text / Remarks / Reason field. Bidder shall intimate the details of same to NTPC through email in the following format:

### **Declaration for Tender Fee Deposit**

Tender No. :

Vendor Name :

UTR Reference :

Amount:

Date of Transfer:

Transferor Bank:

**(Signature of Vendor with Seal)**

**ASD SHALL NOT BE ACCEPTED IN ANY OTHER FORM.**

16. **Checklist for Bid submission:**

## BIDDING PROCESS

SI No		Attached (Yes/No)
<b>1</b>	<b>Part-A (Technical Bid) consisting of :</b> a) Tender Fee / MSE Certificate (Udyam Registration only) b) Bid Security Declaration c) Details of Vehicle and undertaking d) Bidder details cum GST Declaration Form ( <b>Email ID mandatory</b> ) e) EFT form, Cancelled Cheque (only for new bidders) f) Scope of work g) General Terms and Conditions of the Contract for hiring of vehicles	
<b>2</b>	<b>Part-B: Commercial Bid consisting of</b> a) Bill of Quantities Cum Quote Sheet	

## SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

### **1. Scope of Work for BOQ sl no 10:- Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP –STORES.**

- 1.1 The make and model of the vehicle(s) shall be:  
Hiring of 1 NO. of 3-4.5 ton Platform Truck with driver on 10-Hrs/day availability for use at NTPC RAMAGUNDAM & TELANGANA -STORES under unit rate system initially for a period of 3 (Three) years, (later on further 1 more year as per requirement depending on condition of the vehicle and other parameters)

Specifications: 1NO. of 3T-4.5T platform trucks.

- a. Model of the vehicle : First time registered after opening of the tender, meeting BS6 norms
  - b. Wheel Drive : 2 Wheel Drive
  - c. Fuel : Diesel Driven.
  - d. Seating capacity : 1 + 1 or above
  - e. Body : Truck Chassis with Cab & Load Body
  - f. Make : Tata/Eicher/Ashok Leyland/Mahindra &Year of Manufacturing- 2021 or later
1. Period of Contract: 3-Years from the date of deployment of vehicle with a provision of extension for 1YEAR. As per requirement depending on condition of the vehicle and other parameters)
  2. Collection of materials from transporters' godowns (TCI/ARC/SURAT/EITA/UNION.ETC) for NTPC Ramagundam / Telangana stores and transportation of material from Stores area to Any Other location as per the instructions of E-I-C.
  3. Loading and Transportation of stacked/unstacked material for weighment and shifting from existing location to new identified location within the plant.
  4. Contractor shall depute his representative for effective and safe execution of the work.
  5. Crane shall be provided by NTPC on free of charge on requirement basis for loading and unloading of Heavy Material from Truck.
  6. Contractor shall deploy the Truck with Semi skilled driver on daily basis for 10 hrs as per the instructions of area in-charge. The scope includes the fuel and the consumables required for the truck .
  7. Charges are applicable for all leads and lifts. No extra charges will be paid. Contractor shall be responsible for compliance of all statutory requirements in connection with the work and shall indemnify NTPC in case of any violation of any such laws , rules , procedures , etc.

8. For carrying out any miscellaneous jobs involving transportation to carried out as per the Instructions of E-I-C.
9. In the event of failure of the contractor to complete work within the stipulated time (after taking up the job), the Engineer-In-Charge shall get the work executed by any other agency at the risk and cost of the contractor.
10. In case of emergency the contractor to take up work within 1 Hr. of notice.

**Special Terms & Conditions common to all categories:-**

1. The vehicle deployed shall be run as per the instruction of Engineer-in- Charge (EIC) and to any destinations.
2. The cost of the fuel (if in scope of NTPC) will be reimbursed at the rate of 10KMPL for Truck (Diesel)

The agency shall produce bill of the fuel filled for the relevant period from a local fuel outlet.

3. The vehicle should be registered as "Commercial Motor Vehicle" and should be on **Contractor /Agency's name only.**
4. The vehicle shall be deployed as per the terms & conditions of contract.
5. The vehicle shall be deployed within **30 (Thirty) days from** the date of issue of Letter of Intent/Brief LOA.
6. One way Journey within 70km radius from Administrative building, NTPC/RSTPS shall not be treated as outstation trip.
7. Toll taxes and parking fee paid shall be reimbursed by NTPC for which proper payment receipt shall be produced and duly certified by EIC.
8. Period of work: The period of work shall be **36** months as per scope of work (of the respective categories). However, NTPC reserves the right to extend the contract for further period of 1 year on requirement and shall be based on satisfactory performance of the vendor.
9. Drivers Salary to be paid by the agency as semi-skilled wages as per the minimum wage circular from time to time. Agency/contractor shall also ensure that applicable PF and ESI as per labour laws are paid to the drivers. The estimate in BOQ and bidder's quoted price are inclusive of PF, ESI component. Payment to the drivers shall be made only through bank transfer or through Digital banking system. The bank statement clearly depicting the payments made shall be submitted to EIC along with the monthly Bill. EIC shall ensure submission of Wage sheet with statutory components paid to the driver with



copy of proof of deposit of Provident Fund and ESI in the name of driver (if applicable), without which the monthly bill shall not be processed by EIC.

10. The contractor undertakes that NTPC shall in no way be held responsible and liable for any claim that may arise out of such employment of the drivers/staff with the contractors. Should at any stage NTPC be made responsible for any claim on this account, NTPC shall have the right to recover such amounts and liability from the contractor in full.
11. Bidders shall ensure payment of minimum wages of semi skilled category to drivers as notified from time to time by central Govt. or State Government, whichever is higher, during the entire contract period and extended period if any. Keeping this in view, bidders have to develop their bid prices and quote their rates on **firm price basis** only.
12. Contractor shall ensure that the vehicle placed shall be in perfect running condition and without any defects.
13. The vehicle shall report to the Engineer-in-charge or, his authorized representative at the specified place and specified time. The vehicle shall be deployed as and when required even at very short notice.
14. The driver performing the duty has to record the starting KM and closing KM reading daily in the Logbook as per the NTPC issued format. Log book is to be kept with the driver with care and in no case the pages are to be torn or misplaced.
15. The journey details are to be entered regularly by the driver and it is to be closed at the end of the journey. Signature of the person to be taken by the driver in the logbook, for whom the journey/deployment was made. Fuel charges shall be paid according to the usage of vehicle/Kms run based on the certification of EIC.
16. All cost of repairs for spare parts, tyres, tube and lubricants, brake fluid, coolant whether minor or major shall be borne by the contractor and corporation will not have any liability for the same. Spare tyre in healthy condition & Tool kit supplied by manufacturer shall always be available with the vehicle.
17. All payments to the drivers engaged including salary, overtime, batha etc.. shall be borne by the contractor. NTPC shall not have any liability for the same.
18. The contractor shall obtain Workmen compensation Insurance for the driver engaged which shall remain valid during the period of contract.
19. In case of any breakdown of the vehicle during the duty hours, the agency has to arrange similar type of alternate vehicle within one hour at the spot where the vehicle got Breakdown.
20. In case of absence of vehicle on any day of the month, 1 1/2 times penalty i.e. one day hire charges of the vehicle + half of the same will be imposed on agency.
21. It is the agency's responsibility to arrange required numbers of drivers to run without any hindrance and extra payment.

22. The vehicle shall have proper permit to run within the state of Telangana. All toll taxes paid shall be reimbursed by NTPC.
23. NTPC shall in no way be responsible for any claim that may arise out of employment of drivers with the contractors. Should at any stage NTPC be made responsible for any claim on this account, NTPC shall have the right to recover such amounts & liability from the contractor in full.
24. The contractor shall engage only competent driver(s) with valid driving license. NTPC reserves the right to approve the performance of drivers at any time as deemed fit and in the event the driver's performance is found unsatisfactory, the contractor should replace the driver suitably.
25. Copies of Driving license of the drivers (if to be engaged as per scope of work of contractor), Registration Book of the vehicle, ownership details and other relevant documents like road tax payment, valid permit to run the deployed vehicle, insurance payment details connected with the vehicle will have to be provided by the contractor, including originals of the same shall be produced for verification.
26. The contractor shall ensure to have appropriate amount of imprest available with driver at all the time to refuel the tank and to attend repairs in the event of any break down or when vehicle is on low fuels. In case, the vehicle owner or driver failed to arrange the fuel, and the same was required to be paid by the user in such cases Fuel charges plus 25% extra charges of fuel shall be deducted from the vehicle bill as penalty.
27. The Odometer & Speedometer of the vehicle must be in working condition. However, if it is not found in working condition, the vehicle will be treated as out of service till such time the same is put back in working condition and shall be considered as "not reported". In no case the ODOMETER should be tampered or manipulated for manipulating running kilometres. In such cases the contract shall be terminated forthwith without assigning any notice. Safety of the passenger, pedestrians, other vehicles, man & materials are to be taken care of by the driver.
28. The required speed limits mentioned in the plant, township areas, Road/Highways etc as notified there are to be strictly followed. In no cases driver should be engaged in Rash driving or cause any type of men and material damages in duty hours.
29. All lights with indicators should be active in all times as a mandatory safety measures. The turning indicators, horns/reverse horn, wipers should be also in active in all conditions.
30. If any vehicle contracted on hire by the Company (NTPC Ltd.), is not made available to the Engineer-in-charge or, his authorized representative during the duty period at the required place within 30 minutes, from the time specified by the authorized officer, the Engineer-in-charge shall recover penalties @ 20% of the daily rates.
31. Security Deposit @ **3%** of hire charges (or % as revised by guidelines of GOI) shall be retained from monthly bills. The same shall be released after payment of final bill if there are no dues by the contractor to NTPC.

32. The vehicle shall be used for movement of persons of the department/others and material as per the instructions of EIC. The contractor/agency/driver can't have any rights for objection. In case of any such objections, the deployment of vehicle for the day shall be treated as "not reported" and no payment for the same shall be paid. In addition additional 50% of charges for the day shall be deducted as penalty for non compliance.
33. The contractor shall ensure that any vehicle hired should possess valid permit/license as may be required by the Road Transport authority for such duration of hire as a Commercial Motor Vehicle as applicable. Such permits should be maintained current and valid during the total period of contract.
34. The Contractor shall arrange to pay all taxes and dues to the Government from time to time and shall abide by statutory requirements for operating and providing such hire services. The Contractor shall indemnify NTPC against all claims arising out such demands and NTPC takes no liability on this accounts.
35. The Corporation reserves the right to extend the contract in writing on the same rates, terms and conditions of the contract for further period as are mutually agreed upon by the corporation and the contractor.
36. The corporation further reserves the right of terminating the contract at any time after giving 30 days notice in writing as deemed necessary and the contractor shall have no claim whatsoever on this account.
37. The Contractor and his employees are liable to be physically searched at the time of entry-exit and also at any time needed by the corporation's security staff and by the CISF personnel.
38. Vehicles hired to the NTPC shall also be liable for all such security checking at the gates of the plant as well as at other places as per requirements of the NTPC. The contractor shall ensure strict compliance of this and shall co-operate with the corporation's security staff/CISF personnel.
39. In the event of any accident to the vehicle, NTPC shall not be responsible for payment of compensation whatsoever to any of the parties involved as the case may be and the contractor shall solely be responsible for any compensation or liability whatsoever in nature under all circumstances arising out of such accidents and the contractor shall indemnify the corporation against such claims arising out of the above.
40. The corporation is not liable for any claim on account of damages to the vehicle or injuries to the driver or payments due to the third party. The contractor shall be solely responsible on this account. The agency/contractor shall take comprehensive insurance policy for the deployed vehicle(s) with suitable additional premium as be required to cover liabilities / expenditure on the driver, passengers, any third party and the vehicle in the event of accidents / incidents during deployment.
41. NTPC reserves the right to terminate the contract forthwith without giving any prior notice due to poor service of vehicle or by drivers or for the negligence or misconduct, lapses etc. whatsoever in nature by driver, staff or by the contractor himself

42. The agency shall be solely responsible for fulfilling statutory or non-statutory obligations under various Enactments, labour laws, MV Act and other statutory Acts and Rules as applicable for the drivers and vehicle deployment on hire basis.
43. PMJJY and PMSBY as applicable for driver to be taken by the agency, which shall be reimbursed by NTPC as a separate line item.
44. One day maintenance per month is allowed with prior intimation to EIC. However, the agency has to arrange a suitable substitute vehicle of the same specifications on the day of maintenance and ensure work shall not suffer.
45. In the event of non-availability of vehicle at any time as per requirement of Engineer-in-charge/Officer-in-charge and/or in the event of failure of the contractor to perform any or all obligations under the contract, NTPC Ltd. reserves the right to hire vehicles from any other agency at the risk and cost of the contractor and/or carry out any or all obligations at the risk and cost of the contractor and all expenditure thus incurred by the NTPC Ltd. shall be reimbursed by the contractor and / or NTPC Ltd. shall recover such expenditure from any payments due to contractor. The decision of the NTPC Ltd. shall be final and binding on the contractor.
46. Other terms and conditions as per NTPC's General Conditions for Hiring of Vehicles.

**General Terms and Conditions for  
Deployment of Vehicle on Hire basis**

- 1.0 In these conditions of contract the following terms shall have meanings assigned to them except where the context otherwise requires:
- a) "The corporation/ company "mean NTPC Limited., Ramagundam / Telangana, Jyothinagar and shall be referred to as "Owner" or "Corporation" or "NTPC Ltd". in the contract.
  - b) "General Manager" means Head of Project of the NTPC Limited, Ramagundam Super Thermal Power Station, Jyothinagar.
  - c) "Engineer-in-charge" mean the authorised officer of the NTPC Limited, RSTPS/ TeSTPP, Jyothinagar, mentioned under the head "Engineer-in-charge" in the schedule or his authorized representative to act in this behalf.
  - d) "Contractor" or "Agency" means the individual or firm or Company whether incorporated or not who enters into contract with NTPC Limited, RSTPS/TeSTPP, Jyothinagar, for the proper execution of the works and shall include their executors, administrators, successors and permitted assigns.
  - e) "Contract" shall include the Notice Inviting Tenders, the tender and acceptance thereof and the formal agreement, if any, executed between the owner and the Agency together with the documents referred to therein including these conditions, the letter of award, the accepted schedule of rates of Corporation as modified duly taking into account the Tender rates quoted/negotiated for items of work, the specifications of work, if any, other tender forms, if any.
  - f) "Work" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.
  - g) "Specification" shall mean specifications for materials and work issued under the authority of Engineer-in-charge or as amplified added or specified by special specifications, if any.
  - h) "Work Site" shall mean the areas of premises or other places on, under, in or through which the work is to be executed including other lands or places, which may be allotted by the Owner or used for the purpose of the work.
- 2.0 The headings in these conditions are solely for the purpose of facilitating reference and shall not be deemed to form part thereof or be taken into consideration in the interpretations or construction thereof or of the contract.
- 3.0 The acceptance of the Tenders will rest with the Corporation, which does not bind itself to accept the lowest tender and reserves to itself the right.
- i) to reject any or all tender OR
  - ii) to accept the tender among 2 or more tenderers by splitting the work OR

- iii) to accept the tender in part and not in its entirety if considered expedient by the Owner without assigning any reason or giving any explanation thereof
  - iv) to invite tenderer to negotiate on lowest tender rate
  - v) to award contract on one agency for one vehicle of same type.
- 4.0 On account of the following, the tender(s) may be liable to summary rejection:
- a) Tenders submitted by Tenderers who resort to canvassing.
  - b) Tenders which do not fulfill all or any of the conditions laid down in the tender document or incomplete in any respect.
  - c) Tenders, which contain uncalled for remarks or any alternative/additional conditions.
  - d) The rates quoted shall hold good for a period of (Six months) 6 months from the date of opening of tenders and no tenderer can withdraw his tender within the said period of (six months) 6 months. If it is felt necessary the Corporation may seek extension of validity of the rates quoted.
- 5.0 **Sufficiency of Tender:**  
The agency shall be deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for works and of the rates and percentages quoted in the schedule, which rates and percentages shall, except as otherwise provided, cover all his obligations under the contract.
- 6.0 **Discrepancies and Adjustment of Errors :**  
The several documents forming the contract are to be taken as mutually explanatory to one another. If there are varying or conflicting provisions made in any document(s) forming part of the contract, Engineer-in-charge shall be the deciding authority with regard to the intention of the document(s).  
If on check, there are found to be differences between the rates given by the Agency in words and in figures or in the amount worked out by him in the schedule, the same shall be adjusted in accordance with the following rules:
- a) In the event of discrepancy between description in words and in figures quoted by a tenderer, the description in words shall prevail.
  - b) In the event of an error occurring in the amount column of schedule as a result of wrong extension of the unit rate and quantity, the rate shall be regarded, as FIRM and extension shall be amended on the basis of the rate.
- 7.0 **Firm Prices:**  
The contract shall be on Firm Price Basis. Accordingly, the rates quoted shall be firm and valid for the entire period of contract. No escalation in the contract prices, whatsoever shall be payable to contractor on any account whatsoever notwithstanding any increase in cost of inputs and wages to labourers etc.
- 8.0 **EMD/Security Deposit (if applicable as per tender conditions):**  
~~The tenderers should deposit Earnest Money Deposit along with tender by way of a Crossed Demand Draft drawn in favour of NTPC Ltd., Jyothinagar payable at State Bank of India, Ramagundam. EMD of the unsuccessful tenderer will be refunded without interest by the corporation. The Earnest Money Deposit of the successful bidders will be retained by the corporation as Initial Security Deposit.~~

The successful bidder shall have to submit Additional Security Deposit (if applicable as per tender conditions) for issue of Brief Letter of Award. The ASD shall be converted to Security Deposit.

Further, 3% of the value of the work done will be also recovered from each bill. Alternatively security deposit for 3% of the contract value may be submitted online in manner as specified in bidding documents, where after there shall be no deduction from the RA bills on this account. The Security deposit so deducted and EMD shall be refunded, without any interest, to the contractor after production of "No Dues Certificate" from the Engineer-in-charge

- a) on completion of contract period including extended periods or
- b) on termination, if the contract is terminated for whatsoever reasons.

If the contractor fails to undertake the work within the specified period after the same has been awarded to him, the entire ASD / SD amount will stand forfeited without any further reference to him.

- 9.0 The contractor shall furnish his full name, full address and contact details (mobile number, email id etc) in the tender form.
- 9.1 The agency shall furnish to the Engineer-in-charge, the name, designation and address of his authorized representative (if applicable) and all complaints, notices, communications and references shall be deemed to have been duly given to the agency if delivered to such authorized representative.
- 10.0 **Scope of Work:** The Contractor on communication in writing from the Engineer-in-charge, shall supply the vehicle at the time and place as directed by the Officer-in-charge.
- 11.0 The Contractor shall be responsible for security identity card for himself or his staff as prescribed by the corporation and at the rates, if any, indicated by the corporation from time to time. Further, the contractor shall have to take proper gate passes for all drivers and itself and shall have to strictly follow all the guidelines of the corporation in respect of issuing of gate passes for drivers/staff and the vehicle.
- 12.0 The contractor shall make his own arrangements for housing or for his staff. NTPC shall not provide any accommodation or access to facilities/amenities at NTPC Township to contractor or his staff.
- 13.0 The contractor shall supply at his own cost spare tyre, tools etc.,
- 14.0 If the corporation sustains any loss due to any action/incident caused by the Agency or its staff, the same shall be compensated by the agency as decided by the corporation. In case the agency fails to do so, the corporation reserves the right to recover such amounts from the running bills and any payments of the agency. The decision of corporation shall be final and binding in this regard.
- 15.0 **Income Tax :**  
Income tax and other statutory deductions will be deducted from each bill of the agency as per the rate and rules applicable on the date of payment of the bills.
- 16.0 **Sub-Letting :**

No part of the contract shall be sublet by the contractor without prior written approval of the corporation. The contractor shall not create any third party right to receive payment on behalf of the contractor during the currency of the contract either by way of transfer of vehicle or by power of attorney.

- 17.0 The contractor shall be responsible for due compliance of all Central and State Government laws as well as Rules, Regulations, Bylaws, and orders of the local authorities, statutory bodies and MV act as may be in force from time to time as applicable. The contractor shall obtain valid permit/license to run the vehicle as applicable to him under the contract.

Without limiting his obligations and liabilities as above provided, the contractor shall insure and obtain insurance policy/policies against damages or compensation payable under the workmen's compensation act. 1923 or any modification thereof or any other law relating thereto. The contractor shall provide to the Engineer-in-charge from time to time that he has taken out all insurance policies referred above and has paid all the necessary premiums for keeping the policies alive till expiry of the contract.

- 18.0 The contractor shall be responsible for the safety of all workmen employed by him from time to time and he shall be responsible for payment of any compensation that may arise from time to time as a legal obligation or otherwise whatsoever if may be.

19.0 **Termination of Contract:**

If the work is found to be unsatisfactory or if the agency commits default in complying with any of the terms and conditions of contract, the corporation reserves the right to terminate the contract including banning of business at any stage with or without notice and can get the work done by another agency at the risk and cost of the agency.

20.0 **Termination of Contract for Death:**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and that the contractor is a partnership concern and one of the partners dies then unless the accepting authority is satisfied that the legal representative of the individual contractor or the proprietary concern and in case of partnership, the surviving partners are capable of carrying out and completing the contract, accepting authority (Head of the Plant) shall be entitled to cancel the contract as to its uncompleted part without the corporation being liable in any way, whatsoever in nature, to make payment of any compensation in the state of the contractors firm on account of the implementation of the contract, the decision of the accepting authority that the legal representative of the deceased contractor or the surviving partners of the contractors firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the corporation shall not hold the estate of the deceased contractor and the surviving partners of the contractors firm liable for damages for not completing the contract.

21.0 **Arbitration:**

In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matters decision of which is specially provided for by these conditions) the same shall be referred the sole Arbitration of an Arbitrator appointed by the General Manager of the project. There



will be no objection if the Arbitrator so appointed is an employee of NTPC Ltd., and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. In the event of such an Arbitrator to whom the matter is originally referred to being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed from the stage at which his predecessor left it. The award of Arbitrator shall be final and binding on the parties to this contract.

It is further a term of this contract that no person other than the person appointed by the General Manager of the corporation as aforesaid should act as Arbitrator. Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award. The cost of arbitration shall be borne by the parties to the dispute as may be decided by Arbitrator.

The venue of the arbitration shall be as decided by the Arbitrator.

Subject to as aforesaid, the Indian Arbitration Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings in this clause.

**22.0 Laws Governing the Contract:**

The Indian Laws shall govern this contract for the time being in force and all disputes arising out of or touching the enquiry shall be subject to the jurisdiction of Courts situated in Peddapalli District or the Telangana High Court at Hyderabad only.

## CONTRACT SERVICES DEPARTMENT

Ref. No: 09/CS/22-23/9900237773

Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP – STORES.

### Part-A: Bill of Quantities Cum Quote Sheet

I quote against the BOQ items as given below:

**(PERCENTAGE QUOTE BASIS)**

Sl. No	Description	Duration/ Basis	NTPC Estimate Rate per month per vehicle <b>inclusive of PF, ESI components</b> (in Rs.)	Percentage (%) Quote Above (+) or Below (-) on Estimate Rate per month per vehicle <b>inclusive of PF, ESI components</b> In figures and words
10	Deployment of <b>Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis</b>	36 Months	30,900.00	Above Percentage ____% ( _____ Percentage) <b>or</b> Below Percentage ____ % ( _____ Percentage)

Note:

a) The estimate in BOQ and bidder's quoted price are inclusive of PF, ESI components.

### **Instructions and basis of evaluation:**

**1)** Quoted rate shall be exclusive of GST (as applicable).

**2) Instructions for Tender Fee submission:**

- i. A tender fee of INR **Rs 1125/-** is applicable. Same has to be submitted online as described in bidding process.
- ii. Micro and Small Enterprise bidders can avail exemption in Tender Fee by submitting self certified copy of Udyam registration.

**3) Instructions for EMD submission:** EMD not applicable. However All Bidders shall have to mandatorily submit BID SECURITY DECLARATION as per enclosed format.

**4)** Evaluation shall be done on **Category wise basis**.

## CONTRACT SERVICES DEPARTMENT

**Ref. No: 09/CS/22-23/9900237773**

**Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP – STORES.**

- 5)** Bidders / parties, who have not deployed the vehicle in earlier tenders (upto 1 year prior the scheduled date of BOD of this tender) after became L1 / after intimation award by NTPC/ after receipt of Brief LOA shall not be eligible to participate in this tender. **Offers from such bidders shall be rejected without any further reference.**
- 6)** If a bidder quotes for more than one category vehicle and also become L<sub>1</sub> (lowest quoted) for multiple category vehicles, evaluation and award shall be decided as given below:
- i) Vehicles will be awarded to the bidders based on their relative position in the tender for that category i.e. L1, L2, L3 etc. All bidders shall be required to match the respective category L1 price (or negotiated L1 rate). The L1 rate (or the negotiated L1 rate) will be valid for a period of one year for that category. Any future requirement will also be considered and awarded at L1 rate (or the negotiated L1 rate of respective category) to the unsuccessful bidders in the tender based on their relative position.
  - ii) The contract shall be awarded on firm price basis for 03 years (details as per BOQ sheet) and may be extended for a period of 1 year or more as per requirement of NTPC and subject to satisfactory performance of the contractor. The bidders have to consider this factor in developing their quoted percentage. Rate once considered for award **shall remain firm** during the tenure of the contract (including the extension period if any). Accordingly, **no price escalation** whatsoever so will be considered towards hire charges.
  - iii) The successful bidder shall have to submit Additional security deposit (ASD) for issue of brief LOA / Letter of Intent. If the bidder fails to deploy the vehicle within **30 days** of issue of brief LOA, the ASD shall be forfeited without any further notice/communication about the same.
  - iv) The above **ASD amount shall be converted into SD after issue of PO.**
  - v) NTPC reserves the right to allot vehicle to any section/ department at the premises of NTPC. It shall be at the sole discretion of NTPC.

### **7) Instructions for Additional security submission:**

1. This is applicable to all bidders including MSEs.
2. Additional Security Deposit (ASD):
  - (A) The successful bidder shall have to submit **Additional Security Deposit for Rs.1,00,000/- ( per vehicle)** for issue of Brief Letter of Award.

## CONTRACT SERVICES DEPARTMENT

Ref. No: 09/CS/22-23/9900237773

Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs duty basis for use at NTPC RSTPS & TESTPP – STORES.

**(B) ASD shall be submitted online** as described in bidding process.

### **8) Benefits To Micro and Small Enterprises (MSEs):**

1. Award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is MSE.
- b) In case L1 bidder is not MSE, then all the MSE vendor(s) who have quoted within the range of L1+15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE Bidder and so on ) to bring down its price to match with L1 bidder. Award for the full quantity (of one vehicle) shall be placed on the MSE Vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within the range of L1+15% accepts the price of L1 bidder then the award shall be made on the L1 bidder.

2. **The bidders who wish to avail MSE benefits shall satisfactorily establish that they fulfil the stipulated requirements and should furnish appropriate supporting documentary evidence (i.e. self-certified copy of Udyam Registration), along with the bid as explained.**

**The above conditions shall supersede all other terms and conditions mentioned elsewhere in the Tender Document.**

**Contract Services Department**

**Ref. No: 09/CS/22-23/9900237773**

**Annexure-1: Bid Security Declaration Form**

To  
AGM (C&M),  
RSTPS, NTPC Ltd.,  
Jyothinagar – 505 215.

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. \_\_\_\_\_,  
We, M/s..... [Bidder's Name]  
having our Registered/ Head Office at \_\_\_\_\_, \_\_\_\_\_State (hereinafter  
called the 'Bidder') wish to participate in the said tender for "**Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs. duty basis for use at NTPC RSTPS & TESTPP –STORES**".

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

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the bid.
2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re- tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings\*.

Date: \_\_\_\_\_ Name, Designation, Signature of the Bidder

Place: \_\_\_\_\_ Name of the Firm

Address:

**NOTE :**

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

**\*aforesaid policy is attached.**

**Contract Services Department**

**Ref. No: 09/CS/22-23/9900237773**

**Annexure-2: DETAILS OF VEHICLE**

**Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs. duty basis for use at NTPC RSTPS & TESTPP –STORES.**

The following details shall have to be submitted by the Bidder along with this Offer.

- a) Name of the Owner of the Vehicle:  
(Vehicle should be registered in the name of the contractor / Firm name)
- b) Model of the Vehicle:
- c) Year of Manufacture:
- d) Registration No.:
- e) Whether insured (if yes, documents to be submitted):
- f) Whether Tax has been paid (if yes, documents to be submitted):
- g) Driving license of the **Driver / Owner cum driver**:
- h) Whether valid Public Passenger Transport Vehicle permit to ply in Telangana State is obtained: (if yes, documents to be submitted)

Hence, I request you to kindly consider our offer.

Thanking you,

Yours faithfully,

Date: Name, Designation, Signature of the Bidder

Place: Name of the Firm  
Address:

**Contract Services Department**

**Ref. No: 09/CS/22-23/9900237773**

**Annexure-3: UNDERTAKING**

**(to be furnished by the bidders along with their bid in lieu of documentary evidence about the vehicles offered for deployment)**

Date: \_\_/\_\_/2022.

AGM(C&M),  
RSTPS, NTPC Ltd.,  
Jyothinagar – 505 215.

**Sub: Rate contract for Hiring of 1 No. 3T-4.5 Ton Platform Truck with driver on 10Hrs. duty basis for use at NTPC RSTPS & TESTPP –STORES – Undertaking in lieu of documents to be furnished along with the bid.**

Dear Sirs,

This has reference to your tender No. \_\_\_\_\_ dated \_\_/\_\_/2022. I am interested in participating in the above mentioned tender.

1. In line with the Requirements, I hereby confirm that I would buy a Vehicle quoted in the bid under the sole ownership.
2. I undertake to furnish an additional security deposit (ASD) of **Rs 1,00,000/-**, in the event I am considered for award of a contract for deployment of vehicle. I understand that NTPC Ltd will give intimation regarding award of a vehicle (brief LOA or Letter of Intent) to me only after I submit the ASD as mentioned above.
3. I shall buy and deploy a Vehicle within Thirty (30) Days from the date of Letter of Intent / Brief LOA, as per the details mentioned thereof. If I fail to deploy the vehicle as above, NTPC may forfeit the Additional Security Deposit (ASD) submitted by me, without making any reference to me.
4. I have referenced the Terms and Conditions for Hiring of Vehicles, read & understood the bidding process, scope & technical specifications, Details of Vehicle and Undertaking. The rates have been quoted by me taking the same into consideration.

Hence, I request you to kindly consider our offer.

Thanking you,

Yours faithfully,

Date:

Name, Designation, Signature of the Bidder

Place:

Name of the Firm

Address:

**Contract Services Department**

**Ref. No: 09/CS/22-23/9900237773**

**Annexure-4: PF, ESI and GST Declaration form**

(to be submitted by all bidders)

Date: \_\_/\_\_/2022.

AGM (C&M),  
RSTPS, NTPC Ltd. Jyothinagar – 505 215.

Dear Sir,

The following are my details, I have vendor code \_\_\_\_\_ / may be given new vendor code.

- a) Firm name :
- b) Type of firm (Proprietorship / partnership) :  
(Attach Partnership deed if applicable)
- c) Name of the Authorized person:
- d) Mobile number:
- e) Email id :
- f) Registered Address :  
(Attach Aadhaar copy, driving licence copy)
- g) PAN Number (Attach PAN card copy) :
- h) GST number (Attach Photocopy) \* :
- i) **Declaration by GST unregistered bidder \* :**

I \_\_\_\_\_, S/O \_\_\_\_\_ having PAN No \_\_\_\_\_ am not registered under GST as my turnover is low and below prescribed limit. I shall ensure getting registered myself under GST as and when my annual turnover eligible for GST registration.

- j) **PF Number** (attach photocopy) \* :
- k) **ESI Number** (attach photocopy)\* :

- l) **Declaration by PF, ESI unregistered bidder \* :**

(I \_\_\_\_\_, S/O \_\_\_\_\_, designation \_\_\_\_\_, Firm Name \_\_\_\_\_ having PAN No \_\_\_\_\_ is not registered under PF, ESI as my/our total staff (including drivers) are below prescribed limit. I shall ensure getting registered our firm under PF, ESI as and when total staff (including drivers) coming under the purview of PF, ESI norms applicable from time to time. And inform NTPC about our PF, ESI details immediately after registration.

*\* Strike off whichever is not applicable.*

I hereby confirm that above details are true to the best of my knowledge.

Thanking you,

Yours faithfully,

Date:

Signature of the Bidder:  
Name, Designation:





**Contract Services Department**

**Ref. No: 09/CS/22-23/9900237773**

**D) BANK FAX NO (WITH STD CODE)**

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**E). 9 DIGIT MICR CODE OF THE BANK BRANCH  
(ENCLOSE ONE CANCELLED CHEQUE LEAF)**

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**F). BANK ACCOUNT NUMBER**

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

**G). BANK ACCOUNT TYPE (TICK ONE)**

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

**IF OTHERS SPECIFY**

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

**5. PERMANENT ACCOUNT NUMBER(PAN)**

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

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

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

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

SIGNATURE

DATE

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

AUTHORISED SIGNASTORY

Name:


OFFICIAL STAMP

\*\*\*\*\*

**BANK CERTIFICATION:**

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

IFSC CODE:

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BRANCH CODE:

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DATE

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(AUTHORISED SIGNATORY)

Authorisation No.....

Name:


OFFICIAL STAMP:

## Policy & Procedure for Withholding and Banning of Business Dealings

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## **1. Introduction**

- 1.1** NTPC Ltd. deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTPC to deal with any Agency, which commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTPC is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.2** Since banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## **2. Scope**

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

### 3. **Definitions**

In these Guidelines, unless the context otherwise requires:

- i) **Agency** shall mean Contractor / Supplier / Applicant/ Purchaser / Bidder/ Seller/ Consultant/ Buyer/ NTPC approved Sub-contractor of a Contractor to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, Proprietor, Individual, Artificial Juridical person etc.
- ii) **Competent Authority and 'Appellate Authority'** shall mean the following :-
  - a) **For Company (entire NTPC) wide Banning for Contracts awarded/processed from Corporate Centre for NTPC and its JVs/Subsidiaries of NTPC**

The CMD shall be the 'Competent Authority' for the purpose of these guidelines. Board of Directors / Sub-committee of the Board of Directors / Group of Directors, nominated for the said purpose shall be the 'Appellate Authority' in respect of such cases.
  - b) **For SSC/Region wide Banning for Contracts awarded/processed from Regions**

The Regional ED shall be the Competent Authority for the purpose of these guidelines. The CMD shall be Appellate authority in respect of such cases.
  - c) **For Contracts awarded/processed from individual Projects / Units/ JVs/Subsidiaries**

The Head of Project/CEO shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director shall be the 'Appellate Authority' in respect of such cases.
- iii) **'Investigating Department'** shall mean any Department or Unit of NTPC, investigating into the conduct of the Agency and shall include the NTPC Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) **'List of Enlisted Agencies'** –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders, etc.

- v) **State** – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vi) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpc tender.com>.
- vii) **Contractor Performance Feedback and Evaluation System** – The guidelines outlined in relevant NTPC circular for evaluating the Contractor’s performance by the Screening Committee in respect of Contracts awarded by Corporate Contracts Services.
- viii) **Completion of Facilities** shall mean the term ‘**Completion of Facilities**’ as defined in the Contract.
- ix) **Standing Committee** shall mean the following :-
- a) For Contracts awarded/**processed** from Corporate Centre
- A Committee constituted for the purpose of these guidelines and comprising members from CC&M (Convener), Finance and Engineering/Indenting department. Additional member(s) from any other deptt/site/SSC/region as considered appropriate may also be co-opted on case to case basis. The level of the committee members shall be GM and above.
- b) For Contracts awarded/**processed** from SSC/Regions
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. /site as considered appropriate may also be co-opted on case to case basis.
- c) For Contracts awarded/**processed** from individual Projects / Units
- A Committee constituted for the purpose of these guidelines and comprising HODs (not below AGM level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other deptt. as considered appropriate may also be co-opted on case to case basis.

## 4. Withholding of business dealings

### 4.1 Grounds

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

if the Agency

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the 'Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract
- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.

- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTPC prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTPC Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.
- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.

## 4.2 Procedure

### (a) For Site/SSC/Regional/Corporate Packages

The concerned department at Site/SSC/Region/Corporate Centre on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Head of Project (for Site packages)/RED (for SSC/Regional packages)/CMD (for Corporate Packages).

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof



shall be put up for approval of the RED (for Site packages)/CMD (for SSC/Regional packages)/CMD (for Corporate packages).

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for withholding.

#### **4.3 Notice of Default**

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

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

#### **4.4 Area of Operation**

A decision to withhold business dealings with any Agency for Regional/SSC/Site awarded contracts shall be restricted to such Regions/SSC/Sites only and for Corporate awarded contracts withholding shall apply throughout the Company.

For Regional/SSC/Site wise withholding of any Agency, circular for such withholding shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M) and also uploaded at intranet of respective Regions/SSC/Sites. However, in case of company wide withholding of any Agency, circular shall be issued by Corporate Contracts and uploaded at intranet of CC&M.

#### **4.5 Effect of Withholding**

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

## 4.6 Duration of Withholding

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

## 4.7 Revocation of Orders

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

# 5. Banning of business dealings

## 5.1 Grounds on which Banning of business dealings can be initiated

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

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NTPC established 'Contractor Performance Feedback and Evaluation System').
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent

practices including moral turpitude in relation to its business dealings with the government or NTPC or NTPC's group companies, during the last five years.

- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTPC or NTPC's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India and the ban is still in force,
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NTPC or NTPC's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NTPC) or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NTPC) or even otherwise;
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;

- s) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- t) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTPC.
- u) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- v) If the Agency misuses the premises or facilities of the NTPC forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- w) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## 5.2 Procedure

### (a) For Site/SSC/Regional Packages where banning is proposed at Site/SSC/Regional level respectively

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

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

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of each Project / Unit / Corporate Vigilance may also be competent to initiate the proposal for banning.

### (b) For SSC/Site Packages where Region wide banning is proposed

For SSC/Site cases, if the gravity of the misconduct is such that it would not

be in the interest of the concerned Region as a whole to deal with such an Agency, the Competent Authority of the Site may put up his recommendation to RED.

**(c) For Site/SSC/Regional Packages where Company wide banning is proposed**

For Regional/SSC/Site cases, if the gravity of the misconduct is very serious and it would not be in the interest of NTPC as a whole to deal with such an Agency, the Competent Authority of the Site/SSC/Region may put up his recommendation to CMD through RED (for site cases), ED(CC&M) and Chief Vigilance Officer (CVO), NTPC.

**(d) For Corporate Packages**

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

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

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Corporate Vigilance and Screening Committee (under Contractor Performance Feedback and Evaluation System) may also be competent to initiate the proposal for banning.

### **5.3 Show Cause Notice**

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

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance

Department before issuance. Statement containing the imputation of misconduct or misbehavior may be appended to the Show Cause Notice.

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

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

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

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

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance cases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated

#### **5.4 Speaking Order**

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

## 5.5 Communication to Agencies

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

## 5.6 Period of banning

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years. However, in cases processed under provisions of Integrity pact and Contractor Performance Feedback and Evaluation System, the banning would be operative for a period as specified therein.

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

## 5.7 Area of Operation

For contracts awarded by Site/SSC, banning shall be restricted to such Site/SSC(including tenders issued from Projects/Sites covered under such SSC) only except where approval has been obtained for Company wide banning.

For contracts awarded by Region, banning shall be restricted to such Region only except where approval has been obtained for Company wide banning.

For contracts awarded by Corporate Centre banning shall apply throughout the Company.

For Regional/SSC/Site wise banning of any Agency, circular for such banning shall be issued by respective Regions/SSC/Sites under intimation to RED and ED (CC&M). However, in case of company wide banning of any Agency, circular shall be issued by Corporate Contracts

## **5.8 Effect of Banning**

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

## **5.9 Process of reply**

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

## **5.10 Hosting at NTPC website**

The names of the Agencies with whom Business Dealings have been banned at Site/SSC/Region/Company level shall be hosted at NTPC website by CC&M (for company wide banning cases) and respective Sites/ SSC/ Regions (for respective Site/SSC/ Regional cases).

## **5.11 Appeal against the Decision of the Competent Authority.**

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **5.12 Revocation of Orders**

- a) The banning under 'Contractor Performance Feedback and Evaluation System' shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency by the Screening Committee as detailed under the 'Contractor Performance Feedback and Evaluation System'.
- b) In all other cases, an order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that



specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

- c) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

## 6. Suspension of business dealings

### 6.1 Procedure for Suspension of Bidder

The suspension of business dealings shall be done with Agency/(ies) which are alleged to have committed fraud. The definition of fraud shall be as defined under the 'Fraud Prevention Policy' of NTPC / Bidding documents for a tender.

The investigation of fraud cases shall be carried out expeditiously.

### 6.2 Initiation of Suspension

Action for suspension of business dealing with any Agency / (ies) shall be initiated by Concerned C&M when

- (i) Vigilance Department based on the facts of the case gathered during investigation by them establish that fraud is alleged to have been committed by the Agency and recommends for necessary action as per policy provision against the Agency.
- (ii) Vigilance Department based on the input from investigating Agency like CBI etc., forward for necessary action as per policy provision against the Agency.

### 6.3 Suspension Procedure:

- a) Once a communication is received from Vigilance Department for considering action against an Agency, the concerned C&M dept. shall put up the proposal for "Suspension of business dealings" and "issuance of Show Cause Notice" for banning of business dealings with Agency for approval of the Competent Authority. After approval of Competent Authority, Suspension Order and Show Cause Notice shall be issued which must include the following:

1. the Agency is put on suspension list

2. why action should not be taken for banning the Agency for future business dealings.

The proposal for issuance of Suspension Order and Show Cause Notice shall be routed through Legal and Vigilance department.

The case shall be further processed for banning of business dealings with the Agency as per para 5 of the policy for “Withholding & Banning of Business Dealings”.

- b) The Competent Authority to approve the Suspension Order will be same as that for according approval for banning of business dealing with the Agency. The suspension of the Agency shall be considered Site specific /SSC wide/ Region wide / Company wide based on consideration of banning of business dealings with Agency.
- c) The Suspension Order would operate initially for a period not more than six (06) months and is to be communicated to Agency & also to Corporate Vigilance department. The recommendation for banning the Agency shall be concluded within the period of suspension. In exceptional circumstances, period of suspension can be further extended with the approval of the Competent Authority maximum upto three (03) months pending a conclusive decision to put the Agency on banning list. Also, a communication for extension of suspension period by three months shall be communicated to the Agency during the subsistence of suspension order of Six (06) months, failing which the suspension order shall stand revoked.
- d) The Suspension Order shall be issued by the Competent Authority himself or by a person authorized for the said purpose.
- e) The names of the Agencies with whom Business Dealings have been suspended at Site / SSC/ Region / Company level shall be hosted at NTPC Intranet or Contracts website by CC&M (for company wide suspension cases) and intranet of respective Sites /SSC/ Regions (for respective Site /SSC / Regional cases) by concerned C&M dept. During the period of suspension, no new business dealing shall be held with the Agency however such suspension shall have no impact on existing Contract(s)/work(s) (if any). The circular for Company wide suspension of business dealing with the Agency shall be issued by Corporate Contracts.
- f) Period of suspension shall be accounted for in the final order passed for banning of business dealings with the Agency.
- g) If it is decided not to ban the Agency after due process, the name of the Agency shall be removed immediately from the suspension list.

- h) The process for putting the Agency on suspension list shall be completed within 30 days from the date of receipt of such intimation from Vigilance Department.
- i) The suspension of Agency shall be automatically revoked on the expiry of the period of suspension.

#### **6.4 Effect of Suspension of business:**

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

**7.0** During the banning/withholding/suspension period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

**8.0** Further in case of banning/withholding/suspension following would also be applicable:

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

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

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

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

After banning/withholding /suspension order, the banned/withheld/suspended Agency shall not be allowed to participate as Sub-Vendor in

the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material/equipment/service.

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

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

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

## **9.0 For JVs/Subsidiaries of NTPC**

### **(i) Tenders/Contracts of JVs/Subsidiaries, whose Pre-award and/ or Post award activities are handled by NTPC Corporate Centre**

The Tenders/Contracts of JVs/Subsidiaries, whose pre-award and/or post award activities are handled by NTPC Corporate Centre, the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in such tenders/contracts may be processed in NTPC under the policy and procedures for withholding/banning of business dealings and/or Contractor Performance Feedback System. The Notice of Default or Order for Withholding of business dealings (under Para 4.3)/Show Cause Notice or Speaking Order for banning of business dealing (under Para 5.3 ,5.4)/ Suspension order for suspension of Business Dealing (Under para 6.3), after approval in NTPC, shall be forwarded to CEO of concerned JVs/Subsidiaries for issuance of such Notice or Order to the delinquent agency.

Further, the appeal of the Agency against the above Order (under Para 5.12) shall be reviewed by appropriate Appellate Authority in NTPC. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority and CEO of concerned JVs/Subsidiaries.

**(ii) The Tenders/Contracts which are handled by JVs/Subsidiaries themselves**

The procedure prescribed in the Banning Policy for Sites shall appropriately be used by concerned JVs/Subsidiaries to deal with the cases of non/under performance and/or irregularities and/or misconduct and/or unethical practice observed in tenders/contracts handled by them.

**(iii)** The Agencies with whom business dealings have been withheld/ banned/ suspended by NTPC at pan NTPC level, the business dealings with such Agencies shall be deemed to be withheld/banned/suspended in JVs/Subsidiaries of NTPC as well. Further, for contracts of JVs/Subsidiaries which have been processed at Corporate Centre of NTPC, business dealings withheld/banned/suspended with Agencies by JVs/Subsidiaries, shall be applicable to NTPC as well.

**(iv)** Further, for packages awarded from JVs/Subsidiaries, banning /suspension of business dealings at pan NTPC level may be proposed under para 5.2 (c) / 6.3 of this banning policy.

**(v)** Further, Agencies with whom Business Dealings have been banned by JVs/Subsidiaries shall be hosted at websites of concerned JV/Subsidiary and NTPC.