

|                  |  |
|------------------|--|
| NAME OF THE WORK | RUNNING OF SHOPS INSIDE NTPL TOWNSHIP SHOPPING COMPLEX     |
| TENDER NUMBER    | <b>CEO/NTPL/Civil/Township/SHOPS/CONT/OTE/3137/2023-25</b> |



# NLC TAMILNADU POWER LIMITED

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

2\*500MW JV Thermal Power Project, Harbour Estate, Tuticorin- 628004  
Fax 0461-2352480, Ph: 0461-2352840  
E mail: candp.ntpl@nlcindia.in

GSTIN :33AACCN3238N1ZD

## TENDER DOCUMENT

**TENDER NO CEO/NTPL/Civil/Township/SHOPS/CONT/ OTE /3137/2023-25**

Name of Work

RUNNING OF SHOPS INSIDE NTPL TOWNSHIP SHOPPING COMPLEX



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**E mail: [ceo.ntpl@nlcindia.in](mailto:ceo.ntpl@nlcindia.in), [candp.ntpl@nlcindia.in](mailto:candp.ntpl@nlcindia.in)**

**GSTIN :33AACCN3238N1ZD**

**(OPEN Tender Enquiry)**

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# NLC TAMILNADU POWER LIMITED

## OPEN TENDER NOTICE [SINGLE COVER SYSTEM].

### OPEN TENDER NOTICE [SINGLE COVER SYSTEM].

Sealed Tender in English is invited by NLC Tamilnadu Power Ltd, Tuticorin for running four nos of Shops at NTPL Township, Tuticorin as given below.

|    |                              |   |  |
|----|------------------------------|---|--|
| 1  | Tender Number & date         | : | CEO/NTPL/Civil/Township/Shops/CONT/OTE/3137/2023-25 Dt: 09.02.2024 |
| 2  | Name of Work                 | : | RUNNING OF SHOPS INSIDE NTPL TOWNSHIP SHOPPING COMPLEX             |
| 3. | COD                          |   | Rs 100.00  |
| 4  | EMD                          | : | Rs 420/- (Refundable to unsuccessful bidder)                       |
| 5  | Period of Contract           | : | 24 Months from the date of Handing over of shops.                  |
| 6  | Pre-Bid Conference           | : | Not Applicable   |
| 7  | Last date of sale of Bids    |   | 12.03.2024 up to 11.00 Hrs   |
| 8  | Last date of receipt of Bids | : | 12.03.2024 up to 14.30 Hrs   |
| 9  | Date of opening of Bids      | : | 12.03.2024 @ 15.00 Hrs   |

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

Quotations are to be valid for 90 days from the original date of Tender opening.

Chief General manager/C&P

|                             |   |
|-----------------------------|---|
| <b>Name of the Contract</b> | <b>RUNNING OF SHOPS INSIDE NTPL TOWNSHIP SHOPPING COMPLEX</b> |
| <b>TENDER NUMBER</b>        | <b>CEO/NTPL/Civil/Township/SHOPS/CONT/OTE/3137/2023-25</b>    |

**CHECK LIST**

**(to be submitted by bidders along with the Offer)**

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

| Sl. No. | Description   | Whether enclosed (to be filled by bidder as "YES") | Details   |
|---------|---|--|---|
| 1.      | Details of Cost of Tender Document paid<br>(as per requirement of NIT conditions) |  | Rs 100/-  |
| 2.      | EMD / Bid Guarantee amount  |  | Amount: Rs 420/-<br>By Bankers Cheque/Bankers Pay Order/NEFT/DD drawn in favor of "NLC Tamilnadu Power Ltd" payable at Tuticorin.<br>No & Date:<br>Name of Issuing Bank:<br>Branch: |

**Signature of the bidder.**

**DETAILS OF THE BIDDER**

**(Submitted for running shop at NTPL Township complex ,Harbour Estate,Tuticorin-4)**

1. Applicant Name :  
ID proof to be attached)

2. Full Address :  
(Address proof to be attached)

3. Adhaar No :  
(Proof to be attached)

4. PAN No. :  
Proof to be attached

5. Mobile No. :

## **INSTRUCTIONS TO THE BIDDER**

### **1.0 TENDER DOCUMENT:**

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

### **2.0 BID VALIDITY:**

- 2.1 Tenders shall be kept valid for 90 days from the date of Tender opening.

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

- 3.1 The EMD can be in any one of the following forms:  
Demand Draft/NEFT/RTGS from any Scheduled Commercial bank authorized by RBI. The Demand Draft/Banker's Cheque/Pay Order shall be drawn in favour of NLC Tamilnadu Power Ltd., Tuticorin, payable at Tuticorin or payable at par at Tuticorin.:
- 3.2 **Bids received without full EMD in the aforesaid manner or in any other manner or short in amount will be summarily rejected.** Deposit against any other contract by NTPL or the amount held by NTPL pending enquires will not be treated as E.M.D.
- 3.3 No interest shall be paid on the EMD submitted by bidders.

3.4 EMD of the successful bidder will be adjusted towards the security deposit upon award of the contract on them. The EMD of the unsuccessful bidders will be returned upon completion of the tendering process.

3.5 The earnest Money Deposit can be encashed, if the bidder withdraw his tender proposals /modifies/changes/alters/impairs/derogates within the validity period of offer or fails to accept the Letter of Award (LOA) issued by NLC Tamilnadu Power Limited for any reason whatsoever, then the Earnest Money deposited by the bidder shall be forfeited, along with penal action as indicated in the General conditions. Unilateral revision or with drawl of offer by the bidder as above shall also result rejection of bid without Notice.

4.0 If NTPL has any authentic information about the intending Tenderers having formed a Cartel / submitted non-earnest bids, the tender will be cancelled and the Earnest Money Deposit of all such Tenderers shall be forfeited

**5.0 CORRIGENDUM:**

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

**6.0 REMITTANCE through NEFT/ RTGS:**

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

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

Party Name: NLC Tamilnadu Power Limited

Bank A/C Number: 31037748056

Type of Account: Current Account

Name of Bank: State Bank of India

Name of the Branch: SPIC NAGAR, TUTICORIN

IFSC Code (NEFT/RTGS): SBIN 0003143

6.2 The Bank commission charges will be to the account of the bidder. The net amount transferred should be equal to the amount indicated.

6.3 The remittance details viz. UTR number shall be clearly indicated by the bidder in their offer and the qualification of the bidder is subject to receipt of amount of EMD and the Cost of tender document stipulated in the tender.

7.0 NLC Tamilnadu Power Limited shall not entertain any claim on account of preparation of tenders.

**8.0 TENDER SUBMISSION:**

8.1 Sealed quotations in the format prescribed to run the Shops in NTPL Township Shopping complex by super scribing the Name of work, and Tender reference, date & time addressed to Dy. General Manager / **Contracts & Purchase, Office of the Chief Executive Officer, NLC Tamilnadu Power Ltd., Harbour Estate, Tuticorin - 628004, Tamilnadu**, may be deposited in the Tender Box placed in the Security Gate.

8.2 Modification and Withdrawal of Bids:

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

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

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

8.5 Corrections:

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

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

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

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

9.0 **TENDER OPENING:**

9.1 The Tenders are to be deposited in the **Contracts & Purchase Division / NTPL**, before the date and time mentioned in Tender Enquiry. Any offer received after the time specified for receiving the bids, will not be accepted.

9.2 The sealed quotations will be opened in the Contracts & Purchase Division / NLC Tamilnadu Power Ltd., Tuticorin in the presence of the tenderers who may attend in person (or) represented by authorized persons with authorization letter, not exceeding one person from each bidder. If a tenderer does not attend the tender opening and if any dispute arises over his bid, NTPL's decision will be binding on the tenderer.



9.3 If the date of submission of Tender is later declared as a holiday, Tender can be submitted up to the next working day and the Tender shall be opened on the next working day.

**10.0 DELAY:**

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

**11.0 Partnership Firm:** Not applicable

**12.0 PRE-BID CONFERENCE:** Not Applicable

**13.0 PROCESSING OF TENDER:**

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

**1. Bid cover shall contain:**

- **Cost of Tender Document** [(by Demand Draft/Banker's Cheque/Pay Order or through e-payment (NEFT / RTGS)].
- **EMD / Bid-guarantee**, [(by Demand Draft/ Banker's Cheque/Pay Order/ Bank Guarantee or through e-payment (NEFT / RTGS)].
- **Check list** duly filled and signed. [To ensure the compliance of submission of Cost of tender document, EMD/Bid Guarantee amount].
- **Letter of Undertaking (for ensuring quoted auction value for each shop)**
- **Tender Documents duly filled and signed by the Bidder.**

b) **Cost of Tender Documents, EMD:**

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

- c) The offers/bids of the bidders who satisfy the conditions of EMD/Bid Guarantee shall alone be considered for further evaluation.
- d) Evaluation: The bidder will be evaluated based on the rate quoted and the highest bidder will awarded for running the shops.
- e) The Contractor shall agree to execute the work confirming to the Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract and Special Conditions of Contract.
- f) NTPL shall not entertain any claim on account of preparation of tenders.

## **SCOPE**

Name of the work: NTPL-Allotment of shops in Town Ship for the year 2024-2026

Running of shops inside NTPL shopping complex to operate the permitted trade as mentioned below in the allotted shops

Shops location: Inside NTPL Township shopping complex.

Construction: RCC framed structure

Carpet area: Each shop is of 3.6m X 4.8m (185 Sq.ft)

Head room : 3 meter

No of shops: 3

Permitted trade:

Shop-1 : Saloon (North end)

Shop-2 : Provisions/Groceries

Shop-4 : Vegetables/Fruits/Milk (South end)

### **Special conditions**

- 1) The Bidder shall deposit an amount of Rs 420.00 / - (Rupees Four Hundred and Twenty only) as Earnest Money Deposit along with the offer and the successful bidder has to remit an amount of six months ' rent as security deposit for safe keeping of Furniture, Electric, Sanitary, Fittings and Fixtures in the SAID property and for his duly handing over the same in an undamaged condition to the Chief Executive Officer / NTPL at the end of the period of Contract. EMD of the successful bidder will be adjusted towards the above security deposit upon award of the contract on them. For the unsuccessful bidder the EMD amount will be refunded only after issuing the allotment order to the successful bidders.
- 2) The Security deposit has to be paid within 60 days from the date of allotment letter.
- 3) The bidder can quote for multiple shops. The rental charge base price for one shop will be Rs.700.00/- (Exclusive of tax), the bidder who is quoting highest price (shop wise) will be allotted the shop.
- 4) Willingness and undertaking should be submitted for individual shops in case the bidder is allotted with multiple shops.
- 5) The shop will be allotted for a period of 2 years from the date of allotment order issued (can be renewed on mutual willingness basis subjected to terms and conditions)
- 6) On issue of allotment order the bidder will be permitted to carry out permitted trade within the business hours i.e from 6 am to 9pm. Staying beyond 9m at shop either by the bidder or his associate is not permitted.
- 7) The participation in the auction by the Employees / Dependents of the Employees of the Corporation is totally prohibited. The participation in the tender by the spouse of the Employees / Workmen or in any Benami name is banned. If the fact is found out and established later, allotment will be cancelled.
- 8) NTPL reserves the right to reject the auction bid of ex-licensees against whom actions were initiated earlier or completed, for acts of default or violation of license condition(s). The decision of the CEO/NTPL in this regard is final and binding. Further, if it is noticed that such defaulters had participated and succeeded in obtaining license through Benami name, such allotment is liable to be cancelled.
- 9) The auction notice is issued in English and Tamil. If there is any discrepancy / different interpretation between both notices, the conditions in English Notice is valid and final.
- 10) The electricity charges will be levied on monthly basis based on energy meter readings recorded and the units are charged on the following basis. Rs 5.00/- per Unit upto 50 units, Rs.8.05.- per unit from 51 units of consumption. The above slab is subject to change.

- 11) Contractor shall pay the rent and electricity charges before 10 th of every month (on monthly basis) as intimated/revised by NTPL.
- 12) In case the Contractor has to pay any fee/taxes/duties to the local corporation/Dist/State/Central Govt in connection with trade , the same shall borne by the bidder and NTPL will not reimburse it.
- 13) The contractor shall not interfere with the water supply pipe lines, sanitary lines, electrical cables and telephone wires passing over or under at any place.
- 14) The contractor shall conform to all rules in force and pay such fees, taxes or conservancy cess as may be levied from time to time by the local authorities Corporation/Dist Admiration/State Govt.
- 15) The contractor shall not sublet, transfer/alienate/mortgage the allotment of shop to other persons.
- 16) The contractor shall not carry on any trade other than the one permitted by the CEO/NTPL under the PERMITTED TRADE without the specific permission in writing from the CEO/NTPL, and shall scrupulously obey the directions of the NTPL officers.
- 17) Fixing of racks/shelves /electrical fittings /wiring by bidder shall be done without any damage to building structure and also with the prior approval of Township In charge.
- 18) The contractor shall not occupy open space, which is left exclusively for the movement of township residents, failing which appropriate action as per rules including cancellation of license shall be initiated.
- 19) The contractor shall not dump any garbage / waste materials in and around and shall keep the surroundings in a neat and hygienic condition failing which appropriate action as per rules shall be initiated. The garbage to be dumped in the earmarked garbage bins only.
- 20) The contractor is not allowed to rear cattle of any kind, failing which allotment will be cancelled.
- 21) The contractor shall not be permitted to use items made out of P.V.C. (plastic cups, plates, carry bags, etc.) which are health hazard and cause environmental pollution.
- 22) Every notice required to be served on the bidder shall be deemed to have been properly served either by personal delivery to the bidder by any employee of the NTPL or by the notice being affixed to the notice board of shop premises or to registered address of the bidder by post.
- 23) In all matters arising out of and relating to interpretation or application of the terms and conditions, the decision of NTPL shall be binding on the bidder.
- 24) If the antecedents of the bidder are found unsatisfactory, the allotment shall be cancelled without notice
- 25) If the contractor found involved in undesirable behavior causing nuisance, anti-social activities, the allotment shall be cancelled without notice.
- 26) Contractor shall always hold on the Entry pass signed by NTPL authorized officer.
- 27) In the event of shops remained locked on a continuous basis for more than 30 days period without any prior intimation to NTPL, CEO/NTPL reserves the right to open the shop take inventory of items on "as is where is basis for safe custody and to cancel the shop allotment without assigning any reason. The shops should serve the purpose for which they are intended, any complaint from residents of township in this regard will be dealt with as deemed fit.

- 28) It is expressly agreed that legal possession of the said property always remains with NTPL and what is granted to the Successful Bidder under these presents is only a bare Allotment revocable at the discretion of NTPL.
- 29) The contractor shall take care of the items stored in the shop. For any theft, damage NTPL will not take any responsibility.
- 30) The contractor shall observe and follow all the acts/rules of the local Municipality/corporation/ and State Govt.
- 31) CEO/NTPL reserves the right to cancel the allotment if contractor fails to abide by any of the above conditions.
- 32) Security deposit will be forfeited in case of contractor failing to pay monthly rent for a period of more than FOUR months or violation of stipulated terms and conditions.

I AGREE TO ABIDE BY ALL THE ABOVE Special conditions

Signature of the Bidder

## GENERAL CONDITIONS

### 1.0 WORKING AREA /CONDITIONS.CONDITIONS

1.1 The place of work is within the premises of the NTPL Township, Tuticorin.

1.2 The area of work is residential complex. Therefore, entry of any personnel without approval is restricted.

1.3 The Contractor should work in co-ordination and in close co-operation with other staff/ agencies working in the area.

### 2.0 WORK AREA PERMIT

2.1 Since the work site is inside residential area of the and the area of the work is restricted to outsiders hence entry into the area is admissible to pass-holders only.

2.2 The permission of the Officer in-charge/ NTPL shall be obtained before commencing the work.

2.3 All the Contractor's laborer and staff shall be issued a temporary photo permit of entry by the Security Officer /NTPL Township and none without a photo pass shall be admitted in the housing colony. Each laborer or staff of the Contractor must carefully preserve the pass and produce it whenever demanded by any NTPL officer.

2.4 The Contractor is required to furnish a list of workers who are in possession of valid passes/permits and required to be actually engaged by him to enable the security men on duty at the gate to check and ensure bonafide entry. No person other those mentioned in the list shall be allowed or required to work in the respective shops.

2.5 The Contractor shall not engage persons of doubtful integrity in order to avoid damage, pilferage and theft and have to own full responsibility for the omissions / misconduct of the employees/ persons engaged by him. If the Contractor or his men are found in possession of materials belonging to NTPL or other Contractors, it shall be deemed to be theft and will be dealt with appropriately. The Contractor or his representative should exercise utmost control over their workmen for discipline to avoid misuse, theft and pilferage.

2.6 The Contractor shall not bring any personal vehicle either two-wheeler or four-wheeler inside the Plant unless otherwise permitted.

2.7 The Contractor shall effectively control their workmen so as to confine only to their area of work and should not allow them to move around in other areas.

2.8 Usually working hours are limited to daytime only. In emergent cases to carry out the works during nights, it may be done so only with the specific prior permission of the Deputy General Manager/Civil.

2.9 The Contractor shall comply with the security regulations of the NTPL in the matter of entry, exit and the movement inside the premises of the Plant. The Contractor employer concerned should produce Police verification certificate regarding the character and antecedents of each workman proposed to be engaged by him/ them for carrying out the works in the agreement to the Unit HR department, for which duration **exceeds 90 days**.

### 2.10 ENGAGEMENT OF CHILD LABOUR / WOMEN

2.10.1 The Contractor should employ only adult workers i.e. persons who have completed 18 years of age.

2.10.2 The Contractor should not employ women workers between 7 PM. and 6 AM.

### 3.0 SAFETY

3.1 In case of accident to workmen or Supervisor, the Contractor shall take them to the General Hospital along with the Accident Report.

3.2 If any acts of the Contractor/workmen is found compromising safety precaution, minimum fine of Rs.5000/- (Rupees Five Thousand) per violation shall be imposed on the Contractor and it shall be recovered from the security deposit.

3.3 Unauthorized tapping of electricity, such as disturbing electric fuse, inserting of leads directly on the plug sockets, improper wiring and improper use of electrical equipments belonging to the Purchaser or other Contractors should be avoided

- 3.4 Violation of conditions of safety may lead to termination of the contract at any time.
- 3.5 The Contractor shall be entirely responsible for any injury to the workmen in the event of them being involved in an accident and shall render all co-operation to the NTPL officials if any enquiry is held thereon.
- 3.6 All safety precautions and safety rules should be followed and failure to adhere to the same will be viewed seriously and the consequences thereof shall be borne by the Contractor.
- 3.7 The Contractor's workmen should use safety equipments as demanded by the nature of work.

**4.0 PROTECTION OF MONUMENTS – FOSSILS**

- 4.1 If the Contractor during the course of execution of work finds any relic, antiquity, coins, fossils etc., he shall protect them and handover to NTPL.

**5.0 Rental charges**

- 5.1 The rent charges as bidden by the contractor has to be paid on or before 10<sup>th</sup> of every succeeding month along with consumed electricity charges.

**6.0 EMPLOYEE'S STATE INSURANCE ACT- 1948**

- 6.1 The Contractor employer shall get himself registered under the ESI Act and obtain the ESI Code from the ESI Authorities. The ESI code so obtained after registration shall be furnished to the Plant immediately. The Contractor employer while disbursing the wages to the workers shall deduct 0.75% of the monthly wages from each of them towards the employee's contribution payable under the ESI Act.

- 6.2 The Contractor Employer shall arrange to remit to ESI Corporation at the rate of 4.0% of the monthly wages \* consisting of 3.25% of wages \* being Employer's Contribution along with the employee's Contribution at the rate of 0.75% of wages \* already deducted as mentioned above, on or before **15<sup>th</sup>** of every succeeding month. The Employer's contribution so remitted by the Contractor Employer will be reimbursed by the concerned Unit after verifying the claim of the Contractor Employer with reference to the Form no. D and B provided that such reimbursement of Employer's Contribution does not arise, if the contract value has been arrived after taking into consideration of the employer's contribution in the work/ tender estimate.

(\* for the purpose of calculating ESI, wage includes regular wages, OT wages, PH wages & Housing Assistance).

- 6.3 The Contractor Employer shall maintain all the statutory registers and records as required under the ESI Act, which shall be produced for inspection by the Unit Official/ESI Authorities. The Contractor Employer shall be responsible for filing periodical returns under the ESI Act besides remitting the contributions regularly.

- 6.4 The Contractor Employer shall be liable for the legal consequence in the event of non-compliance of the provisions of the ESI Act.

- 6.5 The Contractor should submit the following documents (if applicable) at the time of proposed initial engagement of the workman. Entry permit will be issued only upon fulfilling the following:

- 6.5.1 Duly filled in Form-1 (Declaration Form) in respect of workmen to be deployed.

- 6.5.2 Contractor should ensure deployment of workmen only after obtaining ESI Registration Number (IP Number)/ Temporary I.D. Certificate from ESI for each and every workmen covered under the Act.

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

- 7.1 The Contractor shall take Group Insurance cover for the workmen to be engaged against all risks and furnish a Photocopy for getting entry pass and also at the time of claiming First monthly bill, failing which all further payment shall be withheld. NTPL shall not be responsible for any loss damage, injury caused to any property, man power.

- 7.2 The premium towards Group insurance shall be included in the price/rate quoted.

- 7.3 The Contractor shall, however follow with the Underwriter and settle the claims if any.

- 7.4 The Contractor shall insure his workmen against accident and injuries while at work as required by the relevant rules and it shall be the obligation of the Contractor to pay compensation to any of his workers as per the Employee Compensation Act. No responsibility will rest on the NTPL in this regard.

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

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

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

- 10.1.1 Details of savings bank accounts held

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

- 9.1.2 Residence Proof of workman (Copy of anyone of the following):
  - i. AADHAAR card
  - ii. Family card
  - iii. Driving License
  - iv. Voter I.D.Card
  - v. Telephone Bill
  - vi. PAN Card etc.
- 9.1.3 Duly filled in Nomination Form-II under EPF & MP Act, 1952 obtained from the workman.
- 9.1.4 Duly filled in Form-11 (Declaration) under EPF & MP Act, 1952 obtained from the workman.
- 9.2 The Contractor should arrange to obtain UAN number under EPF & Misc Provision Act, 1952 for every workman deployed by him.
- 10.0 Contractor should arrange Form-23 (Annual Slip) under EPF & MP Act, 1952 to his workmen.
- 10.1 Under Employees Provident Fund and Miscellaneous provisions Act, 1952 and as per the G.O. notification No. S35012/7/90 SS.II from 01.11.1990 (the date of effect of the amendment), every employee employed in or in connection with the work of a Factory or establishment to which the scheme applies shall be enrolled as EPF member from the date of joining the factory or establishment. The rate of subscription/contribution and other charges shall be remitted by the Contractor as per the rules stipulated under EPF and MP Act, 1952 and with amendments if any.

#### **11.0 SECURITY DEPOSIT**

The successful bidder has to remit an amount of six months' rent as security deposit for safe keeping of Furniture, Electric, Sanitary, Fittings and Fixtures in the SAID property and for his duly handing over the same in an undamaged conditions to the Chief Executive Officer / NTPL at the end of the period of Contract. EMD of the successful bidder will be adjusted towards the above security deposit upon award of the contract on them. For the unsuccessful bidder the EMD amount will be refunded only after issuing the allotment order to the successful bidders.

11.1. The Security Deposit shall not bear any interest.

11.2 The rental Prices quoted per month shall be firm throughout the contract period and not subject to any discount.

#### **12.0 TIME SCHEDULE**

12.1 The allotment order validity shall be as indicated in the Tender schedule.

12.2 However, NTPL, reserves the right to extend the time schedule for any further period as considered necessary, under the same terms and conditions and prices/rates agreed on the merits of the case.

#### **13.0 FORCE MAJEURE**

13.1 The Conditions such as act of God, civil commotion, strike, lock out, concerted action of workmen, sabotage, riots, revolution, war, flood, fire, explosion, earth quake, epidemic, piracy which are beyond the control of the parties shall constitute force majeure.

13.2 Heavy monsoon of the duration of 3 (Three) days and beyond shall also constitute Force Majeure.

13.3 Events covered within the scope of contract only shall constitute Force Majeure.

13.4 However, it is the responsibility of the Contractor to inform the NTPL immediately on any such occurrence and later on normalization furnishing documentary evidence.

13.5 The Contractor shall not have any right or any claim whatsoever arising thereon.

#### **14.0 SUPERVISION**

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

#### **15.0 TRANSPORTATION**

15.1 Animal drawn vehicles shall not be used for transport of any material.

15.2 Normally no vehicle of the Contractor shall be permitted to enter the site with materials from 6 PM to 6 AM.

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

The Contract will be deemed to have been completed after satisfactory fulfillment of all the obligations as per allotment order, rental charges, electricity bill and other taxes as prevailing are



paid, and release of security deposit. However, if any claim arises in respect of the obligations in connection with the Contract, the Contractor has to settle the claim.

#### **17.0 PRESERVATION OF PEACE**

The Contractor shall take adequate precaution and use his best endeavor to prevent and avert any riotous or any unlawful action by workers engaged by him and preserve peace all the times.

#### **18.0 LEGAL JURISDICTION**

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

#### **19.0 ENVIRONMENT**

19.1 It is mandatory to comply with all applicable Environmental and other Legislations.

19.2 The Contractor shall comply with the Environment Act 1986 and associated rules with latest amendments if any. The Contractor during the execution of work shall ensure optimal usage of resources and to dispose the waste materials as specified by company procedures.

19.3 The Vehicle brought inside shall comply with Motor Vehicle Act 1988 and also possess valid 'Pollution under Control' Certificate. The vehicle shall be maintained as per the user's instruction and transportation of waste materials including waste oil and batteries shall be disposed as per the relevant Govt. Rules.

19.4 The Contractor shall make aware the concerned drivers about hazardous materials and to train the drivers to handle the emergency situation during transportation.

19.5 The Driver should Possess "TREM Card" (Transport Emergency Card) with him. Contractor's Vehicle should have Noise Level below the criteria as per STANDARD.

19.6 The Contractor shall ensure for ZERO spillage of Oil / Chemical in their respective area of work. Oil choked waste /any hazardous materials/waste materials shall not be thrown inside the housing colony including Toilets to maintain good sanitary conditions.

19.7 The Contractor/ Supervisors /Workmen shall not bring the Plastic Carry bags inside the housing colony

19.8 Smoking/Liquoring/entry of person under the influence of intoxicants are prohibited.

19.9 Contractor should clean the site after completion of work and dispose the debris to the places as indicated by NTPL officials.

19.10 The responsibility for maintaining the environment clean and good House Keeping in their respective working area rests on the Contractor and if any Workmen or Supervisors of the Contractor is not observing the above stated instructions, suitable penal action will be imposed on the Contractor.

#### **20.0 TERMINATION OF SERVICES OF ANY WORKER**

20.1. NTPL, may direct the Contractor to dispense /discharge with the services of any worker engaged, found to conduct himself against the interest of work and interest of the NTPL. Upon such direction, the Worker shall be stopped from the work and entering into NTPL's premises, immediately.

20.2. The Officers of the NTPL have the right to request the Contractor to remove such of those workers whom they consider incompetent and undesirable for any particular job.

#### **21.0 TERMINATION OF CONTRACT/SHORTCLOSING**

21.1 The Contract shall be terminated if the performance is found to be unsatisfactory after issue of due Notice. In such a case, the Contractor shall not have any claim for any compensation. The Security Deposit shall be forfeited.

21.2 The Contract may be short closed / foreclosed at any time during the Contract period due to special circumstances after due Notification.

#### **22.0 PENAL ACTIONS**

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

#### **23.0 SUSPENSION:**

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

#### **23.1 BANNING FOR ONE YEAR:**

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

## 23.2 BANNING FOR TWO YEARS:

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

- 23.2.1 Formation of cartel with other Contractors with a view to artificially hike the prices.
- 23.2.2 Willful suppression of facts or furnishing of wrong information or manipulated / forged documents or using other illegal / unfair means.
- 23.2.3 If the Contractors are found guilty involving in malpractices like Bribery, Corruption etc. or are convicted for offences involving moral turpitude in relation to business dealings or security considerations including loyalty to the State or Country or the Contractor continuously refuses to return NTPL/NLCIL dues without showing adequate cause and the NTPL/NLCIL is satisfied that this is not due to a reasonable dispute which would attract proceeding in Arbitration or Court of Law.
- 23.2.4 If the bidder withdraws / modifies / impairs / derogates his offer on his own after tenders are opened or fails to accept the allotment order / fails to submit Security Deposit/CPG.

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

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

## 24.0 DISPUTE RESOLUTION

### 24.1 INFORMAL DISPUTE RESOLUTION

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

### 24.2 CONCILIATION:

- 24.2.1 If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NTPL/NLC Conciliation Rules', copy of which is available with the NTPL/NLC offices and or websites and the Bidders / Contractors shall abide by the NTPL/NLC Conciliation Rules for resolving any dispute arising out of this contract. Such a notification shall be in writing and it shall be duly served on the other Party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.
- 24.2.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof , shall be settled by Conciliation in accordance with 'NTPL/NLC Conciliation Rules'. The Conciliation shall be held at Neyveli / Chennai / Tuticorin or in a place within India mutually agreed by the parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- 24.2.3 There shall be Conciliators, who will be appointed as per Section-5 of the 'NTPL/NLC Conciliation Rules' as below.
  - (a) Number of Conciliators(s):
    - (i) The Settlement Advisory Committee will consist of conciliator(s) from the approved panel maintained by NTPL/NLC as follows:
      - Up to Rs.3.0 Crores: One Conciliator
      - More than Rs.3.0 Crores: Three Conciliators
    - (ii) The provisional claim / counter claim amount shall be indicated by the respective parties while initiating / concurring for conciliation.
    - (iii) However, number of conciliators in the settlement advisory committee will not be modified, even if sum of actual claim and actual counter claim amount vary from the sum

of provisional claim and counter claim amounts.

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

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

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

24.2.6 Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to. 24.2.7 Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.

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

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

## **25.0 GOODS AND SERVICE TAX (GST)**

25.1 Tax Indemnity clause:

NTPL has the right to recover tax loss along with consequential interest and penalty suffered by NTPL due to any non-compliance of tax laws by the Service Provider/ Supplier. Any GST liability arising on the Service Provider/ Supplier on account of loss of GST credits for reasons such as failure of the Service Provider/ Supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the Service Provider/ Suppliers themselves and NTPL shall not be liable to compensate the same.

25.2 The Service Provider/ Supplier should certify that the Taxes which have been collected / withheld on behalf of NTPL have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if NTPL is not able to avail any tax credit due to any shortcoming on the part of the Service Provider/ Supplier (which otherwise should have been available to NTPL in the normal course), then the Service Provider/ Supplier at his own cost and effort will get the shortcoming rectified. If for any reason the same is not possible, then the Service Provider/ Supplier will make 'good' the loss suffered by NTPL due to the tax credit it lost in that transaction.

25.3 Any additional Input Tax Credit benefit, if become available under GST during the tenure of contract should be passed on to the NTPL without any undue delay as per the provisions of ANTI-PROPFETERING clause of GST.

25.4 As per the provisions of GST Act the Invoice should contain the following details without fail and unless otherwise it is not applicable.

- Service Provider / Supplier Name
- Service Provider / Supplier Name GSTIN
- Invoice No (Electronic Reference Number)
- Invoice Issue Date
- Total Value
- Taxable Value
- Goods and Service Description
- Goods A/c HSN, Service Accounting Code (SAC)
- Unit Qty Code
- Quantity
- Rate
- Whether Eligible for ITC
- SGST, CGST, IGST, CESS Rate Separately
- SGST, CGST, IGST, CESS Amount Separately
- Name Recipient of Service/Goods
- Place of Supply
- Recipient GSTIN

- Tax Payable on Reverse Charge Mechanism (Y/N)
  - TDS if applicable
- 25.5 Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to NTPL by the Service Provider/ Supplier. Similarly, the benefits enjoyed by the Service Provider/ Supplier and other players in the supply chain are also required to be passed on to the Service Provider/ Supplier by them, which in turn shall be passed on to NTPL by way of price reductions. The Service Provider/ Suppliers shall indemnify NTPL against any direct or indirect loss arising out of not passing on the aforesaid benefits.
- 25.6 As responsible Service Provider/ Suppliers of NTPL, the responsibility to pass on the above benefits vests with the Service Provider/ Supplier and NTPL reserves the right to seek the manner in which such benefits is passed on to NTPL.
- 25.7 Any amount paid to the Service Provider/ Suppliers including the sub-Contractors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
- 25.8 Timely provision of invoices / Debit Note / Credit Note: The Service Provider / Supplier has to timely provide invoice / Debit Note / Credit Note to enable NTPL to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns & Debit Notes) shall be made before September of the succeeding Financial Year.
- 25.9 HSN / SAC for goods & services shall be specifically included to avoid disagreement on classification at a later stage.
- 25.10 Place of supply: NTPL shall identify the Place of supply to enable to avail the GST credit at right location.
- 25.11 Advance payment if any made before invoices are raised, would attract GST. In case of receipt of advance, the Service Provider/ Supplier undertake to raise the necessary statutory document. Further the Service Provider/ Supplier declares to raise the prescribed documentation governing the movement of goods.
- 25.12 Pricing / Discounts: Any known discount shall form part of terms of the agreement to enable Service Provider/ Supplier / NTPL to claim tax adjustment.
- 25.13 THREE copies of the invoices are mandatory and need to be provided by the Service Provider/ Suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with Agreement / Work Order number and date accompanied by advice of dispatch and date of packing list.
- 25.14 Wherever applicable, NTPL has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the government.
- 25.15 The rate quoted includes all local tax & duties except GST, any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and Service Provider/ Supplier shall be liable to discharge the same.
- 25.16 The Supplier / Service Provider shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration.
- 25.17 Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Service Provider/ Supplier's account.
- 25.18 Where the supply of goods / services are liable to GST under reverse charge mechanism, then the Service Provider/ Supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
- 25.19 The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
- 25.20 The Agreement / Work Order shall be void, if at any point of time the Service Provider/ Supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- 25.21 It is the responsibility of the Contractor to file the returns GSTR viz. GSTR-1, GSTR-2 & GSTR-3 etc as per schedule date prescribed as under CGST Act, IGST Act, SGST Act & UGST Act.
- 25.22 Contractor has to submit the GST tax payment challan, return filled acknowledgement etc. while submitting the subsequent bills. Non-submission of above document monthly will lead to stoppage of subsequent bills.
- 25.23 Non submission of above document monthly will lead to stoppage of subsequent bills. Any increase in tax liability due to change in classification after evaluation shall be to supplier's

account and the basic price shall be reworked considering the revised GST.

25.24 In case of any reduction in GST rates at the time of supply or wrong classification at the evaluation stage, GST will be paid at the reduced rates. It is the responsibility of the Contractor /Supplier to classify the Services/ Product in correct SAC/HSN and quote at Bid level. Any increase in tax liability due to change in classification after evaluation shall be to the suppliers account and the Basic price shall be re-worked accordingly considering revised GST rate. In case any reduction in GST rates at the time of supply or wrong classification at the evaluation stage, GST will be paid at reduced rate.

## **26.0 ORDER OF PRECEDENCE**

26.1 The Special Conditions shall prevail over General Conditions of Contract.

26.2 In case of contradiction, the documents forming the Contract shall be interpreted in the following order of precedence:

- a. Special Conditions of Contract
- b. General Commercial Conditions
- c. Any other documents listed in the Contract as forming part of the Contract.

## **27.0 OTHER CONDITIONS**

27.1. The Contractor shall abide by the conditions prescribed in the NTPL "Notice Inviting Tender (NIT), auction notice, Instructions to Bidders, Special and General Conditions of the tender" during the entire period of contract.

27.2. It shall be the responsibility of the Contractor to see that departmental canteen facilities are not utilized by his workmen. He has to make his own arrangements to provide refreshment for his workmen.

27.3. Canvassing in any form is strictly prohibited.

27.4. **SECURITY:** The Contractor and the Workmen shall maintain absolute secrecy on all technical issues and shall not use them elsewhere.

27.5. The work shall be carried out as per the directions of the Executives of NTPL.

27.6. Whenever materials are to be taken inside the housing colony, the concerned Contractor shall submit a list of such items like tools and the Plants and materials etc., in duplicate to Security Officer, of which one copy shall be retained by the Security Officer, and the other copy duly authenticated by the officer, shall be passed on to the concerned the officer.

27.7. The work shall be carried out carefully so as to avoid causing any stain or damage over the door, window, ventilator, electrical/mechanical equipments and any buildings or property belonging to NTPL etc., and stain if any caused shall be thoroughly cleaned to the satisfaction of the Executives of NTPL.

## FORMS

### LETTER OF UNDERTAKING

- 1) EMD for Rs 420/- in the form of Bankers Cheque/Bankers Pay Order/NEFT/DD drawn in favor of "NLC Tamilnadu Power Ltd" payable at Tuticorin is attached here with.
- 2) I have visited the shop at NTPL Township and understood the conditions of trade prospects and potential.
- 3) I hereby express my interest and willingness to run the **Shop No.....**
- 4) I agree to abide by the NTPL terms and conditions of the issue of license to run the shop.
- 5) I understand and agree that NTPL reserves the right to rent the shop to whosoever who offers the highest license fee and fulfilling the terms and conditions.
- 6) I declare that all particulars provided above are true to my best of knowledge and in case of any false information I am liable for penal action by NTPL including cancellation
- 7) I have no pending police complaints against me in any police station.
- 8) I agree to pay a rent of Rs ...../-(.....)(in words) per month to NTPL for running the above shop.
- 9) I also agree to pay electricity charges as per consumption and pay all applicable taxes.

Signature of the Bidder

## FORMAT OF CONTRACT AGREEMENT

Note: To be on a Stamp Paper of appropriate value (Rs.100/-) purchased in the Name of Tenderer or NLC Tamil Nadu Power Limited.

Agreement No: CEO/NTPL/CONT /Safety/ LTE/T. No..... /Agt. No: ..... /2023-24

This CONTRACT AGREEMENT made this ..... day of .....2023 between the NLC Tamil Nadu Power Limited, Tuticorin (hereinafter called NTPL) of the one part and .....in the state of ..... (Hereinafter called the "CONTRACTOR") of the other part.

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

### NOW THIS AGREEMENT WITNESETH AS FOLLOWS:

1.0 In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.0 The following documents shall be deemed to form and have been read and construed as part of this agreement. Viz.

- a. The said tender No:
- b. Notice inviting Tender
- c. Instructions to tenderers
- d. General conditions of contract
- e. Special conditions of contract
- f. Specifications
- g. Tender Schedule
- h. Time Schedule
- i. Drawings
- J. Letter of award No:

3.0 In consideration of the payments to be made by the NLC Tamil Nadu Power Limited (NTPL) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NLC Tamil Nadu Power Limited (NTPL) to construct / maintain the works in conformity in all respects of the provisions of the Contract.

4.0 The NLC Tamil Nadu Power Limited (NTPL) hereby covenants to pay the Contractor in consideration of the construction, completion and maintenance of the Works, the Contract Price at the time and in the manner prescribed by the Contract.

4.1 In Witness thereof the parties herein have caused their respective common seals to be hereunto

affixed (or have hereunto set their respective hands and seals) the day and year first above written.

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

Witness: 1

2

With date & address:

Name in Block Letters

**Dated Signature of Contractor**

In the capacity .....

On behalf of .....

**Dated Signature of the CHIEF EXECUTIVE OFFICER**

On behalf of NTPL



**Declaration by the Bidder Regarding Banning/Debarring/Blacklisting of the Firm**

I/We, hereby declare that our Firm/Entity/Company is not banned/debarred/blacklisted by Ministry of coal / Department of Expenditure as on the date of original scheduled date of tender opening.

I/We, hereby agree that in case while processing the tender or during post award of tender, any such banned/debarred/blacklisted instances by Ministry of coal / Department of Expenditure, is known to NTPL, the same will amount to the suppression of the material information, and our offer / bid will be disqualified by NTPL, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated by NTPL.

In the above circumstances, I/We, will not have any claim on NTPL towards such disqualification or termination of Contract/Purchase Order.

Date

Signature of the bidder

**RTGS PAYMENT / E PAYMENT MANDATE FORM**

**(TO BE FURNISHED ALONGWITH THE BID)**

I/We here by authorize M/s NLC TAMILNADU POWER LIMITED, Tuticorin to settle our bills / dues in respect any of our Contracts / Agreements / pay bill deductions (if any) through Electronic / RTGS mode.

VENDOR CODE :

Bank Account details are

1. VENDOR NAME :

2. NAME OF THE BANK

AND ADDRESS OF THE BRANCH :

3. BANK BRANCH CODE :

4. BANK ACCOUNT NUMBER :

5. IFSC Code of the Branch :

I / We here by agree for the deduction of bank charges, if any, levied by the bank for the above facility from the Bills /dues.

Place:

Authorizer Signature

Date:

with Designation and Office Seal-----

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**VERIFICATION BY THE BANK**

We.....(Name of the Bank) having our branch at  
.....(Branch Address) have verified the  
above bank accounts details with our bank records and found to be correct.

Bank's Common Seal

Branch Manager with official seal

Note:

*Bank charges as applicable towards E payment facility will be to vendors account only.*

**DECLARATION BY CONTRACTOR**

To

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

Dear Sir,

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

| Sl.No | Name | Designation | Unit | CPF No | Relationship |
|-------|------|-------------|------|--------|--------------|
|       |      |             |      |        |              |
|       |      |             |      |        |              |
|       |      |             |      |        |              |
|       |      |             |      |        |              |
|       |      |             |      |        |              |
|       |      |             |      |        |              |

Thanking you,

Yours faithfully

Place/Date

(Signature of the Bidder)

**DETAILS OF THE CONTRACTOR**

1. Name of the Contractor and Address :

2. Whether he is a Registered Contractor or not.

3. Class to be specified :

4. Phone number / Mobile No :

5. E-mail Id :

6. Bank Account Details :

like A/c No, Bank Name, Branch, Place etc.,

**7. GST ID number** :

8. EPF – Establishment code number :

9. ESI – Establishment code number :

Signature of the Contractor