

Ref : NTC(WR) /Tech./Tender/2018/

Date :03.04.2018



**NATIONAL TEXTILE CORPORATION LTD.,
(WESTERN REGION)
NTC HOUSE, 15, N.M. MARG, BALLARD ESTATE,
MUMBAI – 400 001**
TEL NO. 022-22686600, FAX NO.022-22686631.
WEBSITE: www.ntcltd.org

**TENDER DOCUMENT
FOR**

Supply of Power through Conventional Sources under open access bilateral mode for 2 Unit plants of National Textile Corporation Limited, Western Region located in Mumbai.

COST OF TENDER FORM	: Rs. 1000/- by way of Demand Draft.
SALE OF TENDER DOCUMENT	: From 03.04.2018 TO 25.04.2018 UPTO 2.00 PM
DATE OF PRE-BID MEETING	:13.04.2018 AT 12.00 P.M.
LAST DATE FOR SUBMISSION OF TENDER	: 25.04.2018 UPTO 5.00 P.M.
DATE & TIME FOR OPENING OF TENDER	: 26.04.2018 at 11.30 AM



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड
NATIONAL TEXTILE CORPORATION LIMITED

(भारत सरकार का उपक्रम)
(A Government of India Undertaking)



CIN NO.

U74899DL1968GOI004866

पश्चिम क्षेत्र कार्यालय : एनटीसी हाउस , 15 एन एम मार्ग, बेलाई इस्टेट, मुंबई 400001.
WESTERN REGION OFFICE : NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.
दूरध्वनी / Tel. 022-22686600, फॅक्स / Fax- 022-22686631, Email : ntcwr1@mtnl.net.in

Ref.: NTC (WR)/Tech/Open Access Power/2018/

date :03.04.2018

Sub.- Invitation of Bids for Supply of Power through Conventional Sources under open access bilateral mode for 5 Unit plants of National Textile Corporation Limited, Western Region located in Maharashtra.

The National Textile Corporation Limited, Western Region, Mumbai (A Govt. of India Undertaking) is inviting sealed tender under two bid system from Independent Power Producers (IPPs), Merchant Power Producers (MPPs), Power Trading Licensees of valid Trading License and having previous experiences and sound understanding over Rules and Regulations applicable in Open Access transactions in Maharashtra, Gujarat, Madhya Pradesh to supply electricity to following Mills located at various places in Maharashtra, Gujarat, Madhya Pradesh from Conventional Source.

Expected Duration of Contract: Table-1

Facility Name	Locations	Category of consumers	Contract demand (KVA)	Tentative Open Access requirement	EMD (Rs.in lacs)	Feeder Type	Supply Voltage (KV)	Distribution Net work
Tata Mills	Dadar, Mumbai	Industrial	2500	2000	4.00	NA	6.6KV	TATA POWER
Indu Mill No.5	Byculla Mumbai.	Industrial	2000	1600	3.20	NA	6.6 KV	TATA POWER

• **Expected Duration of Contract :**

The bidder / supplier are requested to bid for two different contract period: -One year/Two year

NTC would have the sole discretion to decide the contract period based on landed rate / base rate received from bidders / supplier.

A. ELIGIBILITY CRITERIA

The Bidder shall provide satisfactory evidence of their eligibility, capability and adequacy of resources to carry out the above contract effectively.

In this context, bidders are requested to submit the Technical Bid, which shall include the following information with documentary evidence.

1. Copies of documents defining the place of registration and principal places of business of the company or firm or partnership.
2. Independent Power Producers (IPPs), Merchant Power Producers (MPPs), Power Trading Licensees and having previous experiences should have proper understanding Rules and Regulations applicable to Open Access transactions in Maharashtra for supply electricity.
3. **Annual Turn Over:** The bidding firm should have **Average annual turnover of Rs. 25.00 Crores** during last 3 financial years ending 31st March 2016. Photo copy of Audited Balance Sheet or

Certificate from Chartered Accountant for the financial year of 2014-15, 2015-16 and 2016-17 to be enclosed.

4. The bidder/supplier should have at least 2 years of power supply experience under bilateral open access mode.
5. The bidder / supplier should be trader and not as facilitator. In case of trader, must have a valid Electric Trading License.
6. The bidder/supplier should be successfully and continuously supplying at least 10 M.W. of conventional power on hourly basis through open access in third party bilateral mode. The generator who is supplying power through License trader will also be eligible.

B. Earnest Money Deposit (EMD)

The Bid should accompany EMD as specified in **Table-1** above, separately for each mill, in the form of Demand Draft drawn on any Nationalised / Commercial Scheduled Bank except Co-Operative Bank, in favor of “**NTC Ltd.-Unit-Western Region**” payable at Mumbai.

C. Cost of Tender Form

Interested contractors may obtain tender form from NTC (WR), Mumbai Office on payment of Rs.1000/- by Demand Draft drawn on any Nationalised / Commercial Scheduled Bank except Co-Operative Bank, in favor of “**NTC Ltd.-Unit-Western Region**” payable at Mumbai from 03.04.2018 to 25.04.2018 (up to 2.00 pm). The Bidders who download the tender document from our website i.e. – www.ntcltd.org are required to pay the prescribed tender fee of Rs.1000/- by way of Demand Draft drawn on any Nationalised / Commercial Scheduled Bank except Co-Operative Bank in favor of “**NTC Ltd.-Unit-Western Region**” payable at Mumbai at the time of submission of tender.

D. SUBMISSION OF TENDER

- a. Prospective bidder should submit their complete offer **in three separate duly sealed envelope marked A,B,C**. Complete bid should be submitted to the NTC(WR) Office, Mumbai on or before 25.04.2018 up to 5.00 PM.
- b. **Envelope ‘A’** should be marked “**EMD**” containing the EMD draft and draft towards cost of tender document in case of downloaded tender form from NTC website.
- c. **Envelope ‘B’** should be marked “**Technical Bid**”, containing all documents/information required to meet qualification criteria as stated in Clause A above & other required documents, if any. All pages of tender documents should be signed and stamped by the bidder as a token of acceptance of all the conditions specified in the tender.
- d. **Envelope ‘C’** should be marked “**Financial Bid**”, containing Financial Bid / Commercial Bid only.
- e. All the three envelopes A, B, C, duly completed as above and sealed, should be placed in an outer envelope which also shall be sealed and should contain the following information clearly.
- f. **Tender Reference No. and Due Date.**
- g. **Name & address of the bidder on left corner of each envelop A, B, C & OUTER COVER.**
- h. Sealed tenders should be deposited in the tender box on or before the time and date.
- i. Bids submitted by fax telegram, fax, email shall not be entertain and shall be rejected.

E. LATE TENDERS

Tenders received after the specified time and due date as per tender documents shall not be eligible for consideration and shall be summarily rejected.

F. Opening of Tender.

- a. The envelop A and B containing ‘EMD draft’ and Technical Bid shall be opened at NTC Ltd.(WR) Office at 11.30AM on 26.04.2018 before the prospective bidders or their authorized representative who wish to remain present.

- b. The price bid envelop shall be kept as it is unopened.
- c. The list of eligible bidders meeting the eligibility criteria of Technical Bid will be displayed on the NTC website.
- d. The date and time of opening of financial bid will be communicated to the qualified bidder's representative by e-mail / fax / telephone.
- e. Management reserves the right to postpone the opening date of technical bid and financial bid and in that case, the next date and time of opening of technical bid and financial bid shall be communicated to the qualified bidders representative by email / fax / telephone.
- f. In the event of tender opening date as stated above falling on holiday, the time of receipt and opening shall be same on the next working days.

G. PRE-BID MEETING

A pre-bid meeting with prospective bidders shall be held at NTC (WR) Office, Mumbai at 12.00 PM on 13.04.2018. The prospective bidders are requested to attend for any clarification on technical as well as commercial matter of this bid. The suggestions received and found reasonable and acceptable shall be incorporated as corrigendum and same shall be uploaded on NTC website only. Management is not bound to accept any or all suggestions so given in the pre-bid meeting.

Any suggestions forwarded after the pre-bid meetings shall not be entertained.

H. Concession/Exemption for MSEs Entrepreneurs

The bidder to specify whether they are Micro or Small Enterprises and if so whether they are owned by SC/ST Entrepreneurs supported by copies of registration certificates issued by the Authorities Concerned, so as to consider for granting the MSEs necessary concession / exemptions as per the Govt. directives. **Party should submit the supporting documents regarding their registration with MSEs.**

I. Implementation of Integrity Pact in NTC

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as annexure. This tender is hosted on our website: www.ntcltd.org along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender. "Only those vendors / bidders, who commit themselves to Integrity Pact, would be considered competent to participate in the bidding process. This tendering process is being monitored by Independent External Monitor Shri Ashok Kumar Tripathi at Corporation Office of NTC i.e. (5th floor, Core –IV Scope complex, 7 Lodhi Road, New Delhi- 110003) M. No-09911566668. If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

Confidentiality:

Bidder shall neither during nor after completion of the bidding, disclose, make available any information to any third party.

Bidder shall be liable for disclosure of information to any third party, without a written approval of Client.

Any additional information given during the bidding process will be handled confidentially both by Client, and bidder. If the additional information is of general interest, this additional information will be dispatched to each bidder.

NTC is obliged to handle any information strictly confidentially.

J. TERMS & CONDITIONS :

1. The bidder / supplier shall only supply power through interstate power sources and not through intrastate power sources.

2. The bidder/ supplier shall give 100% power supply guarantee.
3. The bidder/Supplier shall assist NTC in obtaining the necessary permissions and required approvals from all the concerned agencies including, but not limited to, MSEDCL, MSETCL, WRLDC, MERC etc.
4. The comparison of rates will be carried out on individual mill, based on lowest rates. NTC reserve the right to award contract of individual mill or combine.
5. **Delivery Point:**
 - a. TATA Mills, Mumbai Plant with Open Access Power.
 - b. India United Mills No.5, Mumbai Plant with Open Access Power.
6. The bidder/Supplier shall assist NTC with all the permissions and consents from concerned government agencies for the term of the contract at no additional cost.
7. Obtaining documentation from NTC/authorities, obtaining necessary clearances for monthly bill adjustments, bill adjustments during contract period should be facilitated by the bidder/supplier at no additional cost.
8. The bidder/Supplier shall supply the required energy to NTC, in accordance with the terms of the contract.
9. **Supply:** This clause will be applicable to the bidder, in the event of the prospective bidder/supplier fails to meet its obligation to supply the guaranteed Energy on daily basis/as per the schedule of NTC. In case at any point of time, if the bidder/supplier fails to supply the contracted guaranteed energy, NTC shall be forced to draw power from Tata Power in order to meet its requirement. In such case, the bidder/supplier shall pay to NTC, the difference between the Temporary Tariff for HT Consumer and the Tariff offered and agreed by the bidder/supplier as per the contract. Such payment shall include demand charges, energy charges plus taxes, duties, levies and any other penalty charges demanded by Tata Power for drawl of power beyond the Contracted Demand.
10. **Tariff:** The bidders shall quote cost per KWH at the delivery point. such as POC charges & losses for injection and withdrawal, SLDC application fees, SLDC operating and scheduling charges, transmission losses, distribution losses upto Delivery point shall be borne by Bidder / Supplier. The transmission charges, , wheeling charges, regulatory asset charges, cross subsidy charges, additional surcharge(if applicable) renewable purchase obligation(if applicable), Discom application fee, scheduling charges and operating charges, Electricity Duty, Tax on sale of electricity and any other charges, taxes, duties applicable for such purchases through open access shall be borne by NTC.
11. The interested bidders are requested to **visit the mill's site of work before submission of tender and Pre-Bid Meeting** in their own interest and acquaint themselves with the site condition on any working day from 03.04.2018 to 24.04.2018 between **10.30 am to 4.00 p.m.**
12. Tenders without requisite EMD and Tender Fees will be rejected out rightly Except MSME and NSIC Registered Bidders.
13. The Quotation is to be submitted only in the prescribed format enclosed (Annexure – “A-1” to “A-5”).
14. Once all the required document for NOC's is handed over to the agreed supplier, power flow to the mills should be started as per regulations without any delay. Document required for NOC should be specified by supplier during contract signing.
15. The EMD of successful bidders will be retained as Security Deposit and will be returned after successfully completion of contract. The EMD amount will not carry any interest.

16. The entire Tender document including terms and conditions must be signed & stamped by the bidder and submit the same.
17. Any dispute arising out of the said contract shall be subject to the Jurisdiction of Mumbai.
- K. The bidder should efficiently schedule power according to the load of NTC. At any given time, if NTC finds the transaction as a loss proposition, NTC shall have the right to discontinue the contract within 7 days prior notice. There would not be any scope of further negotiation.**
- L. Billing & Payment:**
Bidder/Supplier shall raise weekly bills for supply of energy at Delivery Point. NTC/Mills will make payment to Bidder/Supplier within 07 days of the receipt of bills (including the date of billing) which will be the due date. In case, holiday falls on due date, the payment will be made on next working day. In case of delay in payment by NTC after due date, late surcharge of BPLR SBI prevailing during payment delayed period would be payable to selected bidder / supplier by NTC.
- M. Penalty / Recovery from bidder / supplier**
In case of failure of the party to supply the power as per agreement and if any loss is caused to NTC on this account, the same would be recovered from the forthcoming bills of bidder / supplier.
In case of dispute with bidder / supplier in context to power supply failure or any other issues during the contract period, late surcharge of BPLR SBI+4% prevailing during disputed period would be payable along with recoverable amount by selected bidder / supplier to NTC.
- N. Taxes and Duties under the Contract:**
The amount payable under this contract shall be inclusive of all taxes and duties. However, any taxes and duties levied subsequently by Regulatory authorities (Regional Load Dispatch Centers, State Load dispatch centers) On Open access and other related charges and any levy of tax with retrospective effect on account of change in regulations would be borne by the Bidder/Supplier when the tax obligation will arise.

8. REJECTION OF THE TENDER

- a. NTC Ltd. (WR) Office, reserves the right to accept or reject all or any of the tender without assigning any reason what so ever. It is not obligatory for the NTC Ltd.(WR) Office to give any reason for their decisions.
Neither receipt nor failure to reject any offer shall impose any legal obligation on NTC.
- b. NTC Ltd. (WR) Office also reserves the right to retender without assigning any reason whatsoever.

SIGNATURE WITH SEAL OF THE TENDERER

Note : -

Following are the terms and conditions on which negotiations for Power Purchase Agreement would be done.

POWER SALE AND PURCHASE AGREEMENT **TERMS & CONDITIONS**

Definitions and Interpretation

Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- (i) **“Agreement”** means this Agreement and includes its recitals and the Schedules hereto, as may be amended from time to time in accordance with the provisions contained in this Agreement;
- (ii) **“Applicable Law”** means all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or other requirements or official directive of any court of competent authority, or of any competent governmental authority, or of any person acting under the authority of any court of competent authority or of any competent governmental authority, that are effective and in force during the subsistence of this Agreement and are applicable to this Agreement;
- (iii) **“Buyer’s Premises”** will mean Buyer’s manufacturing unit located at _____.
- (iv) **“CERC”** means the Central Electricity Regulatory Commission, as defined in the Electricity Act, 2003, or its successors;
- (v) **“Change in Law”** means the occurrence of any of the following during the subsistence of the Agreement
 - (a) The entry into force of any new Indian law, Regulation, Government Order that has applicability as to the subject matter of this Agreement including the performance by the Parties of their rights and obligations hereunder;
 - (b) The repeal or modification of any existing Indian law; or
 - (c) A change in the interpretation or application of any Indian law by a judgment of a court of competent authority, which has become binding;
- (vi) **“Contracted Capacity”** shall have the meaning ascribed to it in Clause 1 hereof;
- (vii) **“Scheduled Capacity”** shall mean the approved capacity by the nodal agency (RLDC/SLDC), on a monthly basis;
- (viii) **“Delivery Point”** shall be the point of supply of buyer i.e., incoming of ABT meter of buyer.

- (ix) “**Drawl Point**” shall be incoming of ABT meter of buyer.
- (x) “**Due Date**” shall have the meaning ascribed in Clause 7;
- (xi) “**Force Majeure**” or “**Force Majeure Event**” shall have the meaning ascribed to it in Clause 11;
- (xii) “**MERC**” means the Maharashtra Electricity Regulatory Commission, as defined in the Electricity Act, 2003, or its successors;
- (xiii) “**MSETCL**” means the Maharashtra State Electricity Transmission Company Limited.
- (xiv) “**DISCOM**” means the Maharashtra State Electricity Distribution Company Limited.
- (xv) “**Non-performing party**” shall have the meaning ascribed to it in clause --- hereof;
- (xvi) “**Open Access**” means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or GENERATOR or CONSUMERS or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission;
- (xvii) “**Rescheduling**” the consumer shall be intimated to the generator / trader for re-scheduling of power as per CERC Open Access Regulations for transactions of interstate power.
- (xviii) “**REC**” shall mean Renewable Energy Certificate;
- (xix) “**RPO**” shall mean Renewable purchase obligation;
- (xx) “**Settled Units**” shall have the meaning ascribed to it in Clause 2(a)iii hereof;
- (xxi) “**SLDC**” means the State Load Dispatch Center, as defined in the Electricity Act, 2003, or its successors;
- (xxii) “**RLDC**” means the Regional Load Dispatch Center, as defined in the Electricity Act, 2003, or its successors;
- (xxiii) “**Units**” or “**kwh**” means Kilo Watt Hours;
- (xxiv) “**Year**” shall mean a period of 12 months.

Interpretation

In this Agreement, unless the context otherwise requires:

Reference to any statute or statutory provision include a reference to the statute or statutory provision as may be amended, consolidated or replaced from time to time and includes any subordinate legislation made under the relevant statute or statutory provision.

Any reference to a day shall mean a reference to a calendar day;

1. Sale and Purchase of Power:

Bidder/supplier desires to sellMW of power ("**Contracted Capacity**") at the Delivery point i.e. at the consumer end and Buyer agrees to buy the Contracted Capacity at Plant Address subject to Buyer meeting the following conditions:

- a. Buyer shall install ABT compatible interface metering system capable of energy accounting for each block of 15 minutes at Drawl Point and any other technical requirement as stipulated by MERC/MSETCL/SLDC/DISCOM or any other agency.
- b. Application will be submitted by the Buyer / Bidder/supplier for scheduling of power under short-term open access/Medium-term open access for supply of power from Seller to Buyer. Scheduling and dispatch of power shall be coordinated by Bidder/supplier with the respective DISCOM/SLDC as per relevant provisions of Grid code and the decision of SLDC/MSETCL /DISCOM and applicable MERC regulations.

2. Quantum of Power:

Bidder/supplier shall make available Contracted Capacity within 15 days from the date the Buyer's Obligations are met and the Buyer shall buy such power in accordance with the following:

- a. The Buyer commits to purchase 100 % of the quantity of power for which open access is granted by Nodal RLDC/ Agency during each 15 minute time block.
- b. **Settled Units:** The total number of power units of Contracted Capacity supplied by the Bidder/supplier during a period at the Delivery Point will be calculated based on the implemented schedule of the SLDC / RLDC / Power Grid.. Regional energy Account (REA) issued by the concerned RPC/RLDC/SLDC shall form the basis of final settlements.

3. Validity and Tenure:

The initial tenure is (**agreed period**) from the date of execution of the PPA or from the date of actual scheduling of the "scheduled contracted capacity", whichever is later. Further the parties can mutually agree for an extension with revised rate, if any.

4. Tariff

- a. The Bidder/supplier and the Buyer agree that the base rate during the Contract Period for each unit of power at the Delivery Point would **be Rs. per unit**. Both the parties will negotiate for rate for the further period of agreement. If the negotiated rate is not acceptable to any party than the party shall have an option to terminate the Agreement.
- b. POC charges & losses for injection and withdrawal, SLDC application fees, SLDC operating and scheduling charges, transmission losses, distribution losses upto Delivery point shall be borne by Bidder / Supplier. The transmission charges, , wheeling charges, regulatory asset charges, cross subsidy charges, additional surcharge(if applicable) renewable purchase obligation(if applicable), Discom application fee, scheduling charges and operating charges, Electricity Duty, Tax on sale of electricity and any other charges, taxes, duties applicable for such purchases through open access shall be borne by NTC.

- c. Responsibility of fulfilling the Renewable Energy Obligation will be on NTC.
- d. Without prejudice to the provision of force Majeure, if NTC / Bidder or Supplier fails to schedule 90% of the energy for which Open Access is granted by SLDC/RLDC, the requesting party for reduction in schedule shall pay compensation @ Rs. 1.00/kWh to the other party for the quantum of energy that falls short of 90% of energy for which Open Access is granted by SLDC/RLDC on monthly basis. NTC shall maintain full contract demand with TPC-D.
- e. Bidder/supplier shall declared the source of power. In any case Bidder/supplier shall not change the source.
- f. In case Open Access Application is refused on the ground of no consent from STU, then the application fees will be payable by Buyer.
- g. Bidder/supplier will apply to book the corridor in advance basis for the first day of the month in order to ensure that the corridor is granted to supply power to the Buyer. For this Bidder/supplier shall pay the corridor charges to the Nodal RLDC in advance as required by the Regulations. In case Buyer is not able to off-take power, then Buyer will reimburse the open access charges so incurred.
- h. The Schedule and Dispatch of power shall be coordinated with respective RLDCs/ SLDCs by Bidder / Supplier as per the relevant provisions of Indian Electricity Grid Code, various statutory regulations / orders of RLDCs and RPCs.
- i. Buyer seeking re-scheduling of Power shall intimate to Bidder/supplier before 60 (Sixty) hours prior notice. In case NTC revises the schedule / surrender the corridor for which Open Access is granted by SLDC/RLDC/Power Grid, cost of such revision/surrender shall be to the account of NTC.
- j. In case of change of feeder status from express to non-express or vice-versa, respective change in cross subsidy will be applicable to buyer as per laws and regulations. The effect of in POC Loss +/- shall given in ensuing bill

5. Billing Cycle & Energy Accounting:

Bidder/Supplier will raise the provisional bills on 9th, 16th, 24th day and first day of the following month for the billing period from 1st to 8th, 9th to 15th, 16th to 23rd and 24th to last day of the month. The provisional invoices shall be raised based on the corresponding implemented schedule of the SLDC / RLDC / Power Grid at the delivery point at the tariff mentioned in 4a.. Final bill for the month shall be raised on receipt of Regional Energy Account (REA)/Final Settlement by DISCOM. In case of Faulty meter at either party end, Final bill shall be raised on the basis of Regional Energy Account (REA) or corresponding implemented schedule of the SLDC / RLDC / Power Grid at the delivery point. In the event, there is a difference between the total of invoices for the month and the final bill for such month, Bidder/supplier will provide the adjustment in the next provisional invoice. Buyer agrees and undertakes to submit the Consumer Adjusted Report to Bidder/supplier within 3 working days from the receipt from respective DISCOMs.

Energy accounting will be as per the applicable regulations and orders passed by MERC from time to time and the procedures adopted by MSETCL/SLDC/DISCOM.

6. Rebate For Prompt Payment

- a. A rebate of 2% on energy bill amount shall be allowed by Bidder/ Supplier in case full timely payment is received by Bidder/ Supplier in its designated account.

- b. No rebate is applicable for the payment for STOA charges made by the buyer to Bidder/Supplier.

7. Payment Terms and Security.

Buyer will make payment to Bidder/supplier within 7(Seven) working days of the receipt of the invoices from Bidder/supplier (“**Due Date**”). For any delay in payment beyond the Due Date, a late payment charge shall be payable by Buyer at the rate of BPLR SBI for the period of delay for the outstanding amount after due date as calculated on day-to-day basis. As a support to and to secure its payment obligations under this Agreement, Buyer shall furnish and maintain during the term of this Agreement, a standby, irrevocable, Letter of Credit(LC) / Bank Guarantee(BG) for an amount equivalent to 21 days of Contracted Capacity. Such LC, shall be issued at least 7 days before the start of supply of power under this Agreement and shall be valid till one month after the expiry of the Agreement. The BG shall be issued in favor of Bidder/supplier or any other beneficiary nominated by the Bidder/supplier.

The LC opening, amendment, extension, and any other charges related to LC shall be borne by Buyer.

- a. Pursuant to the expiry of the period of 3 (Three) days after Due Date for payment, and non-payment by Buyer of the invoice amount, Bidder/supplier, by giving intimation to Buyer, shall en-cash the LC for the invoice amount.

8. Representation And Warranties Of The Parties

Each Party represents and warrants to the other the following:

- a. It is duly constituted and validly existing company under the Indian laws.
- b. It has full power and absolute authority to execute and deliver this Agreement and to perform all of its duties, obligations and responsibilities arising or created under this Agreement.
- c. This Agreement when executed and delivered shall constitute valid and legally binding obligations, enforceable in accordance with the terms of this Agreement;
- d. The execution, delivery and performance of this Agreement does not conflict with, result in a breach of or default under any applicable law, order, writ, injunction or decree of any Court or statutory or regulatory authority, or any agreement, arrangement or understanding, written or oral, to which either Party is a party or by which either Party or any of its assets are bound;
- e. There is no litigation pending or, to the best of its knowledge, threatened against it, which questions the validity or enforceability of this Agreement or any of the transactions contemplated herein.

9. Events of Default and Consequences:

Any of the following events shall be considered as Event of Default:

- a. Buyer’s failure to pay for a period of 7 days beyond the due date.

- b. Bidder/supplier's failure to supply power for a continuous period of 15 days after the commencement of power supply except for Force Majeure reasons.
- c. Buyer's failure to consume power supplied by the Bidder/supplier for a continuous period of 15 days or more, except for force majeure reasons.

In case of default by either party, the other party will issue a notice providing a period of 30 (thirty) days before terminating the Agreement. In the event of termination of this Agreement, accrued rights and obligations of the Parties shall survive termination of the Agreement.

In any case, either Party can terminate the Agreement by giving an advance notice of 30 days in concurrence with the policy of DISCOM.

10. Indemnification

Each party shall indemnify, defend and hold harmless other party, its directors, members of the Board, partners, assigns, trustees, agents, officers and employees, against all claims, demand, judgments and associated costs and expense, related to property damage, bodily injuries or death suffered by third parties resulting from breach of its obligation by the other Party under this Agreement except to the extent that any such claim arises due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the other Party, its contractors, servants or agents.

11. Force Majeure: -

The performance of their obligations by the Parties shall be subject to "Force Majeure" conditions, as defined in clause below.

"Force Majeure" means any event or circumstance or combination of events or circumstances, direct and/or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the "Non-performing party") to perform any of its obligations under this Agreement, and includes: -

- (a) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- (b) Act of God, including fire, lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
- (c) Non grant of open access by SLDC/RLDC/MSETCL/DISCOM or any other relevant agency for reasons other than attributable to actions/omissions of Generator or Bidder/supplier.
- (d) Any curtailment/suspension/non availability of transmission capacity.
- (e) Ultimate closure of Bidder/supplier or Buyer.
- (f) Change in Law /Change in Regulation significantly impacting the Generator or Bidder/supplier obligations under this PPA.
- (f) Regulatory intervention as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court /State Government/ SLDC/MSETCL/DISCOM significantly impacting the Generator or Bidder/supplier obligations under this PPA. This will also include regulations / orders already issued but yet to be conclusively enforced.

Where a Non-performing party is unable to perform its obligations under this Agreement by reason of Force Majeure, the Non-performing party shall notify the other Party within a period of 2 days and if there is total disruption of communication, as soon as practicable of the occurrence of Force Majeure, identifying the nature of the event or circumstance of Force Majeure, the expected duration of such Force Majeure, the

particular obligations of the Non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

The obligations of the Parties under this Agreement shall be suspended only to the extent that:

- a) Such suspension is of no greater scope and no longer duration than is required by the effects of the relevant event or circumstance of Force Majeure; and
- b) The Non-performing Party uses all reasonable efforts to remedy, as soon as practicable, its inability to perform the affected obligations.

12. General

- a) In case of changes in Law (including any change in transmission charges & open access charges and any change in taxes, duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the seller) or restriction imposed by the Regulator (Central or State) on any aspect for sale or purchase of Power, the same shall be binding on both (Seller & Buyer).
- b) In case any changes are required in the above terms for meeting the statutory requirements of SERC/CERC orders, etc. the same shall be binding on the parties and shall be mutually discussed and agreed to ensure compliance.

13. Dispute Resolution:-

- a. In case of any dispute by either party, the affected party shall file the written objection within 10 days of receipt of bill / payment with details of dispute.
- b. The parties shall meet within a period of 30 days from the date of receipt of notice and use their best efforts to settle the dispute /difference in an amicable manner through good faith negotiations.
- c. In the event of failure of the parties to settle dispute/ difference amicably within such 30 days period, either party may refer unresolved dispute or difference for resolution by Arbitration, in accordance with the provision under section 158 of The Electricity Act, 2003 the place of jurisdiction shall be NTC WRO.
- d. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties here to shall continue to perform their obligations under this agreement.

14. Notices and Correspondence: -

All notices for billing, load dispatch and correspondence must be delivered personally, by registered or certified mail or facsimile to the following addresses mentioned below:

For _____:

Address:

Attention: Mr. _____

Mobile No.:

E-mail:

Attention: Mr.

Telephone:

Mobile No.:

E-mail:

FAX:

13. Confidentiality: -

The Parties agree and undertake to treat this Agreement and each of its terms as confidential. Neither of the Party shall disclose to any third party about the existence or the terms of this Agreement or any confidential information acquired by the Party pursuant to the entering into this Agreement, without the prior written consent of the other Party. The obligations undertaken hereto shall not apply to the party who is under an obligation to provide such information to any Court, Statutory authority, regulatory authority etc. and such obligations shall survive the termination of this Agreement.

14. Amendment: -

This Agreement may be amended or modified with the mutual consent of the Parties and shall be reduced to writing.

15. Assignability: -

Either Party shall not assign their rights or obligations under this Agreement to a third party without the prior written consent of the other Party. However, if the consent is denied & assignment is required for any reasons whatsoever, the party denying consent shall have the right to terminate the agreement.

16. Severability:-

Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

17. Entire Agreement

This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.

18. Counterparts

This Agreement has been signed in up to two counterparts, each of which shall be deemed to be an original.

19. Independent Parties

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship of any kind whatsoever.

20. Waiver

In the event of any waiver by any Party, the waiver shall be communicated to the other Party in writing.

In WITNESS whereof the duly authorized representatives of the Parties have signed on the.....day of2018 first herein before written.

<p>For and on behalf of</p> <hr/> <p>Name</p> <p>Signature with Seal</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>	<p>For and on behalf of</p> <p>Name</p> <p>Signature with Seal</p> <p>Witnesses</p> <p>1.</p> <p>2.</p>
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Contact Information :

For further information, if any, please contact

Dy. General Manager (TECH),

NTC WRO (Tel No: 022-22686603/Mob-9969010333 Fax. 022-22686631

Email:gmtech.wro@gmail.com).



Profoma-I

(To be submitted on bidders letter head).

QUALIFICATION REQUIREMENTS

1. **Name & address of the Bidder :**
Phone No. :
Fax No. :
e-mail ID:
Website of the company:

2. **Classification :**
Approved contractor of (please specify)

3. Bank Reference.



Proforma-II
(To be submitted on bidders letter head).

PERFORMANCE STATEMENT OF THE BIDDER

(Details of power supplied in last two years i.e. 2015-17)

Name of the Bidder:

Name of client	Quantum of power supplied through open Access(MW)	Duration	Location	Remark

Please enclose self-certified copy of orders & Completion Certificate of Purchaser



Declaration by the bidder

(To be submitted on bidders letter head).

I/We hereby, solemnly declare that I/We have read all the terms and conditions of the tender document and agree to abide by the same and will supply & install Materials as per specifications and requirement of respective NTC Mills.

Name of the firm.....

Name of the owner/representative.....

Address.....

Seal.....Signature.....

Phone No.....Mobile No.Fax No.....

PlaceDate.....

INTEGRITY PACT
Between
National Textile Corporation Limited hereinafter referred to as
"The Principal"
and
----- hereinafter referred to as
"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ to _____ The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

a.No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c.The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/contractor(s)

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material

or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure-B1**.

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

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

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.

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

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

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

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

7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address) _____

Witness 2 :
(Name & Address) _____



**NATIONAL TEXTILE CORPORATION LTD.,
(WESTERN REGION)
NTC HOUSE, 15, N.M. MARG, BALLARD ESTATE,
MUMBAI – 400 001
TEL NO. 022-22686600, FAX NO.022-22686631.
WEBSITE: www.ntcltd.org**

Financial Bid

FOR

Supply of Power through Conventional Sources under open access bilateral mode for 2 Unit plants of National Textile Corporation Limited, Western Region, MUMBAI.

Annexure – “A-1”

NATIONAL TEXTILE CORPORATION LTD. (WR), MUMBAI

Inviting Bids for Supply of Power through Conventional Sources for 2 Unit plants located in Mumbai of National Textile Corporation Limited, Western Region.

BILL OF QUANTITY FOR TATA MILLS, MUMBAI

Facility Name	Locations in Maharashtra	Category of consumers	Contract demand (KVA)	Tentative Open Access requirement	Feeder Type	Supply Voltage (KV)	Distribution Net work
Tata Mills	Dadar, Mumbai	Industrial	2500	2000	NA	6.6KV	TATA POWER

Particulars	Unit	Rate	
		For One Year	For Two Years
Base rate(Generator rate)	Rs/kwh		
State Transmission Losses	%		
Wheeling (Distribution) Losses	%		
State Transmission charges	Rs/kwh		
Wheeling (Distribution charges)	Rs/kwh		
Cross Subsidy Charges	Rs/kwh		
SLDC Application Fee	Rs/Month		
MSEDCL Operating Charges	Rs/Month		
Open Access Application Fee(from 1 MW to 5 MW)/1 MW	Rs/Month		
Operating Charges of SLDC	Rs/Month		
Operating Charges of NLDC	Rs/Month		
Renewable Purchase Obligation(RPO)-If Applicable			
Other charges, If any please specify			
Landed cost at consumer periphery			

SIGNATURE WITH SEAL OF THE TENDERER

Annexure – “A-5”

NATIONAL TEXTILE CORPORATION LTD. (WR), MUMBAI

Inviting Bids for Supply of Power through Conventional Sources for 2 Unit plants located in Mumbai of National Textile Corporation Limited, Western Region.

BILL OF QUANTITY FOR INDU MILLS No. 5, MUMBAI

Facility Name	Locations in Maharashtra	Category of consumers	Contract demand (KVA)	Tentative Open Access requirement	Feeder Type	Supply Voltage (KV)	Distribution Network
Indu Mill No.5	Byculla Mumbai	Industrial	2000	1600	NA	6.6 KV	TATA POWER

Particulars	Unit	Rate	
		For One Year	For Two Years
Base rate(Generator rate)	Rs/kwh		
State Transmission Losses	%		
Wheeling (Distribution) Losses	%		
State Transmission charges	Rs/kwh		
Wheeling (Distribution charges)	Rs/kwh		
Cross Subsidy Charges	Rs/kwh		
SLDC Application Fee	Rs/Month		
MSEDCL Operating Charges	Rs/Month		
Open Access Application Fee(from 1 MW to 5 MW)/ 1MW	Rs/Month		
Operating Charges of SLDC	Rs/Month		
Operating Charges of NLDC	Rs/Month		
Renewable Purchase Obligation(RPO)-If Applicable			
Other charges, If any please specify			
Landed cost at consumer periphery			

SIGNATURE WITH SEAL OF THE TENDERER