

(to be uploaded on public portal of OTPC)

1. OTPC may decide to provisionally suspend business dealings with firms or ban business with them, for specified time, based on facts and circumstances of the particular case generally on the following grounds:
 - I. Corrupt or Fraudulent practices resorted to by Contractor including misrepresentation of facts.
 - II. Willful indulgence by the Contractor in supplying sub-standard material irrespective of whether pre-dispatch inspection conducted by OTPC or not.
 - III. Repeated use of delaying tactic in fulfilling contractual obligations willfully.
 - IV. Established litigant nature of the Contractor to derive undue benefit.
 - V. Termination of contract on account of non- execution / unsatisfactory performance of contract.
 - VI. Termination of contract on account of non-mobilization or delay in mobilization.
 - VII. Termination of contract on account of Contractor's rights, title and interest to the Unit are transferred or assigned without the OTPC's consent.
 - VIII. Termination of contract on account of insolvency of the firm.
 - IX. Annulment of the award due to non-submission of Performance Security leading to cancellation of Notification of Award (NOA).
 - X. In case Contractor commits any of the following: Fraudulent activity, forgery, gross negligence, wilful mis-conduct, mis-representation/ mis-declaration, false declaration etc.
 - XI. In case of adverse vigilance report or CBI complaint, Govt. instructions etc. against the Contractor.
 - XII. Failure on part of Contractor to honour the commitments under Warranty & Guarantee' requirements.
2. The process shall be followed as below:
 - 2.1. OTPC shall issue the 'Show Cause' notice to the Contractor. This notice to be replied by the contractor within 30 days. The Contractor shall be considered under provisional suspension / banning from the date of issue of Show Cause notice.
 - 2.2. The reply received from the contractor shall be reviewed by OTPC.
 - 2.3. Based on the above, further processing will be carried out by OTPC for approval of the competent authority for final action on the matter.
 - 2.4. In case no reply from the Contractor is received within 2 months of the date of issue of show cause notice (which shall be served by fax with post confirmation copy of Regd. A/D, Speed Post), suo- motto action for second stage approval shall be initiated.
3. On receipt of the approval, the final decision shall be duly communicated to the firm and appropriate circular shall be issued within the organization.
4. Duration of Banning Period shall be min. 06 months and max. 03 years depending upon the

severity of the action(s) and/or omission(s).

5. Banning period shall be counted from the date of issue of show cause notice or banning order, whichever is earlier.
6. During the period of provisional suspension, pending completion of enquiry process /banning of business dealings, the firm shall not be eligible to bid, directly or indirectly through any Joint Venture/Consortium/Partnership with any other bidder etc. in any type of tender of OTPC and their offer, if any, in any ongoing tender shall not be considered.
 - 6.1. If the Firm is put on Suspension/Banning after issue of NIT but before opening of Techno-Commercial Bid (Unpriced bid), the unpriced bid of such Firm shall not be opened and EMD/Bid Security, if submitted shall be returned. If vendor is suspended/banned after opening of unpriced bid but before opening of price bid, the offer of the bidder shall be rejected and the price bid of the vendor shall not be opened and EMD/Bid Security submitted by the vendor shall be returned.
 - 6.2. If business with the Firm is suspended/banned after opening of price bid but before the NOA is issued, the offer of the Firm shall be ignored and will not be further evaluated and the EMD/Bid Security if any submitted by the Firm shall be returned. The Firm shall not be considered even if the status of the Firm is L-1. In such situation next lowest bidder shall be considered as L-1.
7. Banning of business dealings with a firm shall not have any effect in ongoing Contract(s)/PO(s), which shall continue till expiry of their term(s).
8. Provisional suspension order, pending completion of enquiry process / Banning order served on any manufacturer of an equipment shall not restrict procurement of OEM spares/OEM services from the firm against single tender basis for the equipment supplied in the past.

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