अनुबंध|Contract

अनुबंध क्रमांक|Contract No: GEMC-511687762540169
अनुबंध तिथि|Contract Generated Date : 23-Jul-2026
बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: GEM/2026/B/7418192
खरीद का माध्यम|Procurement Mode: Bid

संगठन विवरण|Organisation Details

प्ररूप|Type :	Central PSU
मंत्रालय|Ministry :	Ministry of Power
विभाग|Department :	NA
संगठन का नाम|Organisation Name :	NHPC Limited
कार्यालय क्षेत्र|Office Zone:	Dibang MultiPurpose Project Roing

खरीदार विवरण|Buyer Details

पद|Designation :	SMGEO
संपर्क नंबर|Contact No. :	-
ईमेल आईडी|Email ID :	buycon140.nl.ar@gembuyer.in
जीएसटीआईएन|GSTIN :	-
पता|Address :	Mayu, Roing, Dibang Multi Purpose Project, NHPC Limited,Lower Dibang Valley, Arunachal Pradesh-792110, Lower Dibang valley, ARUNACHAL PRADESH-792110, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:	ED
वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval :	ED

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role:	PAO
भुगतान का तरीका| Payment Mode:	Offline
पद|Designation :	SM FINANCE
ईमेल आईडी|Email ID :	pao29.nl.ar@gembuyer.in
जीएसटीआईएन|GSTIN :	12AAACN0149C2Z9
पता|Address:	Mayu, Roing, Dibang Multi Purpose Project, NHPC Limited, Lower Dibang valley, ARUNACHAL PRADESH-792110, India
भुगतान समयसीमा|Payment Timelines:	Payments shall be made to the service provider within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

परेषिती विवरण|Consignee Details

क्र.सं.|S.No	परेषिती नाम & पता|Consignee Name & Address	सेवा विवरण|Service Description	मात्रा|Quantity
1	संपर्क|Contact : - ईमेल आईडी|Email ID : ranendrabrahma@nhpc.nic.in जीएसटीआईएन|GSTIN : - पता|Address : Mayu, Roing, Dibang Multi Purpose Project, NHPC Limited, Lower Dibang valley, ARUNACHAL PRADESH-792110, India	Custom Bid for Services - Providing services of running and Maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW	Project/Lumpsum Based

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID :	XUSN250013574960
कंपनी का नाम|Company Name :	MS AM ENTERPRISES
संपर्क नंबर|Contact No. :	08837068693
ईमेल आईडी|Email ID :	allenmili062@gmail.com
पता| Address :	E-176,Loklung,Anpum, Lower Dibang valley, ARUNACHAL PRADESH-792110, -
एमएसएमई पंजीकरण संख्या|MSME Registration number :	UDYAM-AR-02-0000856
जीएसटीआईएन|GSTIN:	12FVWPM5018N1ZX (R)
खरीदार द्वारा सत्यापित एमएसएमई स्थिति|MSME Status as verified by buyer :	Verified
एमएसई सामाजिक श्रेणी|MSE Social Category :	ST
एमएसई लिंग श्रेणी|MSE Gender :	Male

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण|Service Details

सेवा प्रारंभ दिनांक (नवीनतम) |Service Start Date (latest by): 01-Aug-2026 **सेवा समाप्ति तिथि|Service End Date :** 31-Jul-2027

श्रेणी नाम|Category Name : Custom Bid for Services

बिलिंग चक्र|Billing Cycle: monthly

विवरण|Description		Quantity	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Providing services of running and Maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW	Project/Lumpsum Based	3129243
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

कुल राशि (सूत्र) |Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)	3129243
कुल एडऑन मूल्य |Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य |Total Value Including Addons(INR)	3129243

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)	**3129243**

एसएलए विवरण|SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

तकनीकी-वाणिज्यिक स्पष्टीकरण|Techno-Commercial Clarification : Click here to download

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. Introduction about the project /services being proposed for procurement using custom bid functionality : click here
2. Instruction To Bidder : click here
3. Scope of Work : click here
4. Payment Terms : click here
5. GEM Availability Report (GAR) : click here
6. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : click here
2. Compliance Documents In Respect Of Pqc And Itb : click here
3. Compliance Documents In Respect Of Sow Etc : click here

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.3 All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*
OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Nhpc Limited
payable at
SBI, Roing, (Branch Code 05821)
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.3 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Banker's Cheque in favour of

Nhpc Limited
payable at
SBI, Roing, (Branch Code 05821)
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.4 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NHPC Limited
Account No.
11362151275
IFSC Code
SBIN0005821
Bank Name
STATE BANK OF INDIA
Branch address
ROING, ARUNACHAL PRADESH
.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.5 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NHPC Limited
payable at
SBI, Roing, (Branch Code 05821)
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.6 *Buyer Added Bid Specific ATC*:
Buyer Added text based ATC clauses

i. The Bid is reserved for the Locals residing in the districts of Lower Dibang Valley / Dibang Valley of Arunachal Pradesh only including PAFs of DMPP as per NHPC policy for Reser vation of works on Local Competitive Bidding basis to PAFs and local residing near to the project.

ii. For details, please refer ITB, GCC SCC, Eligibility Criteria including forms & formats and other Terms & Conditions of the Tender- kindly refer Buyer Uploaded Added ATC.

iii. Successful Bidder can submit the Performance Security as per NHPC PBG format as uploaded under "Buyer Uploaded ATC document of "Buyer Added Bid Specific ATC"

.

2.7 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document Click here to view the file .

Note:

1. Service Providers are required to raise invoices online as per the contract terms on GeM portal. Timely invoice submission is mandatory for compliances, smooth payment processing, and will also contribute to improving their ratings.

2. The Excess settlement has been enabled for this contract. The service provider can claim additional charges, if applicable, in the invoice. Any additional charges must be supported with documentary evidence.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.

बिड संख्या/Bid Number: GEM/2026/B/7418192

दिनांक /Dated: 04-05-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Nhpc Limited
कार्यालय का नाम/Office Name	Dibang Multipurpose Project Roing
वस्तु श्रेणी /Item Category	Custom Bid for Services - Providing services of running and Maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW
समान श्रेणी/Similar Category	• Manpower Outsourcing Services - Man-days based
अनुबंध अवधि /Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य / Estimated Bid Value	3233733
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	65000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Nhpc Limited
NHPC Office Complex, Sector-33, Faridabad, Haryana-121003 (India)
(Nhpc Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price

within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1775819491.pdf

Instruction To Bidder:1775819496.pdf

Scope of Work:1775819502.pdf

Payment Terms:1775819506.pdf

GEM Availability Report (GAR):1775819519.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1777873443.pdf

Custom Bid For Services - Providing Services Of Running And Maintenance Of Electrical Infra Division Left Bank Of Dibang Multipurpose Project, 2880MW (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Providing services of running and Maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes

प्राचल/Parameter	मूल्य/Values

प्राचल/Parameter	मूल्य/Values
कोर / Core	3129243

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Ranendra Brahma	792110,Mayu, Roing, Dibang Multi Purpose Project, NHPC Limited	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Account Payee Demand Draft in favour of

   Nhpc Limited
   payable at
   SBI, Roing, (Branch Code 05821)
   .
   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Banker’s Cheque in favour of

   Nhpc Limited
   payable at
   SBI, Roing, (Branch Code 05821)
   .
   Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   NHPC Limited
   Account No.
   11362151275

IFSC Code
SBIN0005821
Bank Name
STATE BANK OF INDIA
Branch address
ROING, ARUNACHAL PRADESH
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Forms of EMD and PBG**

   Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

   NHPC Limited
   payable at
   SBI, Roing, (Branch Code 05821)
   . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   i. The Bid is reserved for the Locals residing in the districts of Lower Dibang Valley / Dibang Valley of Aruna chal Pradesh only including PAFs of DMPP as per NHPC policy for Reservation of works on Local Competitive Bidding basis to PAFs and local residing near to the project.

   ii. For details, please refer ITB, GCC SCC, Eligibility Criteria including forms & formats and other Terms & C onditions of the Tender- kindly refer Buyer Uploaded Added ATC.

   iii. Successful Bidder can submit the Performance Security as per NHPC PBG format as uploaded under "Bu yer Uploaded ATC document of "Buyer Added Bid Specific ATC"

   .

7. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.

7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

TENDER DOCUMENT
FOR
HIRING OF SERVICES

2880 MW दिबांग बहुउद्देशीय परियोजना

2880 MW Dibang Multipurpose Project, Roing, Arunachal Pradesh

कस्टम बोली दस्तावेज़

CUSTOM BID DOCUMENT
(Buyer Added ATC)

(Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW)

GeM Bid No.: GEM/2026/B/7418192

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SECTION - I

GeM Bid No.: GEM/2026/B/7418192

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1 Online bids (e-tender-custom bid) under single stage two-part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited for the work" **Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."** are invited on open tender basis on local competitive bidding (LCB) at GeM Portal *as* per enclosed Schedule of Quantity & Price. The complete tender can be downloaded from GeM Portal https://gem.gov.in.

This service is reserved for locals including PAFs residing in the districts of Lower Dibang Valley / Dibang Valley of Arunachal Pradesh only as per NHPC policy for Reservation of works.

1.2 The Tender Document comprises of documents listed below and addenda issued if any:

i) Section-I- GeM Bid,
ii) Section-II- Instructions to Bidders (ITB),
iii) Section-III- Forms and Schedules,
iv) Section-IV- General Conditions of Contract*, Special Conditions of Contract, Form of Agreement & Performance Bank Guarantee Form etc.
v) Section-V- Schedule of Quantity and Price
vi) The SCC & GCC of NHPC shall be read in conjunction with GeM GTC. In case of any conflict/inconsistency on any provision/clause between SCC/GCC and GeM GTC, the corresponding provision of SCC, GCC of NHPC & GeM GTC shall prevail over in this order of preference.

1.3 This section of the bidding document provides the information necessary for bidders to prepare online responsive bids in accordance with the requirement of the Client/ Employer. It also provides information on online bid submission, opening, evaluation and award.

1.4 **Instructions for online bid submission:**

The Techno-commercial Bid and Price Bid to be submitted online at GeM Portal https://gem.gov.in. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instructions for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module.

1.5 **ASSISTANCE TO BIDDERS:**

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

ii) Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at **https://gem.gov.in/userFaqs**

iii) For any technical queries please call at **GeM Portal Helpdesk Number (Toll Free):** 1800-419-3436; 1800-102-3436
E-mail: helpdesk-gem[at]gov[dot]in

Note: Bidders are requested to kindly mention BID No. in the subject while emailing any issue along with the Contact details.

2. Eligible Bidder

2.1 This Invitation for Bid is reserved for:

The Locals residing in the districts of Lower Dibang Valley / Dibang Valley of Arunachal Pradesh only including PAFs of DMPP as per NHPC policy for Reservation of works on Local Competitive Bidding basis to PAFs and local residing near to the project.

The bidder should submit Schedule tribe certificate/PRC/other documents issued by Govt. of Arunachal Pradesh as proof of being local of Dibang Valley/ Lower Dibang Valley district of Arunachal Pradesh.

2.2 The Invitation for Bid is open to:

a) All Domestic bidders who are registered legal entity i.e. Firm/ Company/ Proprietary firm.

In support, the bidder should submit notarized copy of Registration Certificate/ Certificate of Incorporation issued from the appropriate Govt. agency for Firm/ Company/ Proprietary firm.

b) All bidders who are **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry Order No. P-45021/2/2017-PP (BE-II) Part(4) ol-II dated 19.07.2024 or as amended are only eligible. Further, Local content / Class-I local supplier etc. defined in ITB clause 19, in this regard bidders must submit undertaking as per Format-6.

Verification of local content:

The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

2.3 The bidders who wish to submit their bids for the aforesaid work shall have to meet the Qualification Criteria given as hereunder:

a) Achieved in any one year in last three year ending FY 2024-25 a minimum financial turnover of at least equal to estimated cost of work i.e. Rs.**32,33,733**/- for which bid has been invited.

b) Experience of having successfully completed similar works during **last Seven (07) years** (ending on last day month previous to one in which applications are invited) either of the following:

One similar work equal in value to Rs.25,86,986/- (80 % of the estimated value)

Or

Two similar works each equal in value to Rs.16,16,867/- (50 % of the estimated value)

Or

Three similar works each equal in value to Rs.12,93,493/- (40 % of the estimated value)

Similar nature of works means "Running & Maintenance works/ manpower supply".

(For arriving at the cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.)

c) JVs or any other arrangement other than sole bidder is not allowed. Work experience of bidder as sub-contractor shall not be considered in qualification of its bid.
Note: -

i) In support of 3.3 (a) above, copy of Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the past three years (ending FY 2023-24) shall be submitted to ascertain bidder's meeting the financial criteria as stipulated in clause 3.3 (a). In case of non-availability of audited accounts, certificate of CA mentioning financial turnover can also be submitted. The Certificate / Financial Documents certified by Chartered Accountant should contain UDIN.

ii) In support of 3.3 (b) above, the bidder shall submit notarized copy of Supply Order / Work Order / Letter of Award with detailed BOQs and copy of successful completion certificate(s)/ successful installation certificate signed/issued by purchaser/owner/employer to establish the successful completion of the awarded works.

In case Purchaser / Owner /employer issuing experience certificate is non-government entity, the bidders shall also submit notarized copy of TDS certificate.

Detail of such experience shall be furnished in format-14 of Form and Schedule of Tender Document.

The word 'completed' means that the bidder should have provided at least one (1) year continuous service even if the total work order or contract is not completed /closed. The same shall be supported by the documentary evidence issued by the concerned owner/employer.

2.4 All Start-ups (whether MSEs or otherwise), falling within the definition as per Gazette notification- G.S.R. 501 (E) dt. 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by suchbidders.

2.5 All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.

Note : Only those Micro & Small Enterprises (MSEs)/ Start-ups will be given benefit, which has valid certificate for the services covered under this tender. Udyam Registration Certificate issued with major activity as Services (Trading) shall not be considered for exemption as per Public Procurement Policy for MSMEs, 2012.

2.6 The reference date for considering the period for eligibility / qualification requirements above shall 28 days prior to the deadline date for online submission of Bid.

2.7 Each bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN) , EPF Registration No. and ESIC Registration No.

2.8 Bidders should not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings. Self-declaration in this regard is to be submitted as per the enclosed proforma (Format-8).

2.9 To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (enclosed in forms and procedure as Format-12) is a basic qualifying requirement.

To oversee the compliance of obligation under the Integrity Pact, Sh. Prabhash Singh, ITS (Retd.) & Sh. Upendra Malik, CES (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEM are as under :

Sl. No.	Name	Contact Address
i)	Sh. Prabhash Singh, ITS (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: srgmhrbpl@gmail.com
iii)	Sh. Upendra Malik, CES (Retd.)	B-108, NSG Society, Plot-2 Pocket-6, Builders Area, Greater Noida-201315 (UP) E-mail: upendra.malik@gmail.com

Pre-contract Integrity Pact is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. Successful bidders shall execute Integrity Pact on non-judicial stamp paper of appropriate value as per stamp act applicable in the state of Haryana.

2.10 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Format-11).

2.11 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

2.12 **Provisions related to Make in India:**

For procurement of Services, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.

The above criteria shall be subject to compliance of following:

i) The bidder shall have to be an entity registered in India in accordance with law.
ii) The bids shall be in Indian National Rupees (INR) only in respect of local content.
iii) The bidder shall follow Indian laws, regulations and standards.

2.13 Bidders will submit duly signed documents/ certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

2.14 At any time prior to the deadline for submission of bid, the Employer may amend the Tender Document by issuing corrigendum/ addenda which shall be notified on portal https://gem.gov.in. Therefore, the bidders are advised to visit the site regularly before deadline for submission of bids.

2.15 Bids will be opened as per the schedule date & time. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.

2.16 The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Employer, shall be in the English language.

2.17 Employer reserves the rights to cancel the tendering process at any time before award of work without assigning any reasons thereof.

2.18 GeM Bid Issuing Authority- Senior Manager, P&C Division, NHPC Limited, Dibang Multipurpose Project, Roing, Lower Dibang Valley, Arunachal Pradesh – 792110. Email: pnc-dibang@nhpc.nic.in.

3. Earnest Money Deposit (EMD)/ Bid Security:

3.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for **Rs. 65000/- (Rupees Sixty Five Thousand) Only** either in the form of Demand draft in favour of "NHPC Limited" payable at SBI, Roing, (Branch Code 05821) or irrevocable Bank Guarantee valid for a period of three (3) months beyond the validity period of the bid issued by any Indian Nationalised Bank/ Scheduled Commercial bank in the prescribed format (Forms of Bank Guarantees) or irrevocable Insurance Surety Bond valid for a period of 90 days beyond the validity period of the bid issued by any Indian Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in the prescribed format (Form of Insurance Surety Bond). The said BG shall be issued in paper form as well as issued under Structured Financial Messaging System (SFMS). Earnest Money if submitted by the Bidder in the form of Bank Guarantee / Insurance Surety Bond, the original Bank Guarantee/ Insurance Surety Bond shall be submitted along with the bid. However, the issuing Bank / Insurance Company shall submit an unstamped duplicate copy of Bank Guarantees/ Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.
However, in case Earnest Money has been submitted by the bidder in the form of Demand draft, the information relating to particulars of the bidders bank shall be submitted by the bidder along with the bid in the ECS Form at Section-III. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode, the Earnest Money submitted in the shape of Bank Guarantee shall be returned in original by speed post

3.2 Micro & Small Enterprises (MSEs) Units registered with the NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration Certificate for the goods & services are exempted from furnishing the Bid Security deposit/ EMD. They should furnish with the Bid, a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant document issued by above board/ body in their favour, for the goods & services covered under this Tender document.
Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are also exempted from furnishing the Bid Security/ EMD. They should furnish with the Bid a Notarized copy of the valid Certificate of Recognition issued by DIPP.

Note: Only those Micro & Small Enterprises (MSEs)/ Start-ups will be given benefit, which has valid certificate for the services covered under this tender. Udyam Registration Certificate issued with major activity as Services (Trading) shall not be considered for exemption as per Public Procurement Policy for MSMEs, 2012.

In addition to above (MSEs and Start-ups), those categories of bidders as mentioned in GeM GTC (Version 1.21) dated 18th Jan 2025 and its subsequent amendments, are also eligible for exemption from submission of Bid Security/EMD.

3.3 Bids received unaccompanied by either an acceptable Bid Security or a Notarized copy of valid certificate of registration stated as above shall be rejected as non-responsive and returned to the bidders.

3.4 Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Earnest Money of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder.

3.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.

3.6 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or

b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or defaults under Integrity Pact; or

c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i) sign the Agreement; and/or

ii) Furnish the required Performance Security Deposit.

3.7 DELETED.

3.8 Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit/ Bid Security.

3.9 Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Name of the beneficiary	NHPC Ltd.
Account No	11362151275
IFSC Code	SBIN0005821
Branch	SBI Roing
Address of the Bank	PO-Roing, Distt.- Lower Dibang Valley, Arunachal Pradesh-792110.

4. Clarification of Bidding Documents:

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail or facsimile at the address indicated in the ITB. The Employer will respond to any request for clarification received within 10 days from the date of publication of ITB. Employer's response will be published on the GeM portal https://gem.gov.in, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

4.2 Any modifications in the Tender documents, shall be made by the Employer exclusively through the issue of an Addendum pursuant to **Clause 5** of ITB.

5. Amendment of Bidding Documents:

5.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

5.2 Any addenda/ corrigenda issued prior to submission of bids would be put up on the GeM portal https://gem.gov.in as well as on NHPC website www.nhpcindia.com. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders have to check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

5.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the Employer shall extend as necessary the deadline for the submission of bids.

6. Language of bid:

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

7. Bid Currency:

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

8. Bid Offer Validity:

1.1 Bids shall remain valid for a period as specified in GeM Bid.

1.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

9. Preparation, Receipt and Signing of Bid:

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances.

9.1 Online Submission:

9.1.1 **Part-I:** This shall be named "Technical Bid or Techno-Commercial Bid". No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise;

i) The bidder should submit Schedule tribe certificate/PRC/other documents issued by Govt. of Arunachal Pradesh as proof of being local of Dibang Valley/ Lower Dibang Valley district of Arunachal Pradesh as per **Clause 2.1** of ITB.
ii) Declaration by Bidder for the works/ services awarded by DMP, NHPC Limited (Format-1) as per **Clause1.0 of SCC.**
iii) Copy of Registration certificate issued from the appropriate Govt. agency for Firm/ Company / Proprietor as per **Clause 2.2** of ITB.
iv) Documentary evidences in support of the qualification criteria as per **Cl. No. 2.3** of ITB.
v) Demand Draft / Bank Guarantee / Insurance Surety Bond / Notarized copy of valid relevant MSEs Certificate/ Notarized copy of the valid Certificate of Recognition issued by DIPP towards Bid Security / EMD.

vi) Declaration in respect of banning/ de-listing as per **Clause 2.8** of ITB (Format-8).
vii) Pre- Contract Integrity Pact as per **Clause 2.9** of ITB (Format-13).
viii) Declaration regarding Insolvency and Bankruptcy Code 2016, as per **Clause 2.10** of ITB (Format-11).

ix) Tender Form, Form of Declaration, ECS Form, Bid Proforma as per format appended in Section-III (Format-2 to 5).
x) Declaration regarding MSMED Act as per **Clause 17** of ITB (Format-6).
xi) Declaration regarding applicability of Start-ups under Start-up India initiative (Format-10).
xii) Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/ Rules as per format appended in Section-III (Format-9).
xiii) PAN, GST No., EPF Registration No & ESI Registration No. (if required).

xiv) Details of Past Experience & Financial Turnover (Format-14) & Declaration regarding Deviation (Format-15)

xv) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

xvi) Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order as per clause no 20 of ITB (Format-7)

xvii) Declaration regarding availing benefits as a Start ups/MSEs (Format-12)

xviii) Scanned copy of all the documents indicated in Clause 9.2.1 of ITB.

9.1.2 **Part-II:** It shall be named "Financial Bid or Price Bid" and shall comprise of Schedule of Quantity and Price.

Financial Bid shall be submitted in Electronic Form on the portal by the date & time as specified in GeM Bid. Submission of the "Financial Bid" by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

9.2 Offline Bid/ Hard copy/ Supporting documents:

The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

Bidder shall submit the hard copy(ies) of (i) Demand Draft / Bank Guarantee / Insurance Surety Bond as per **Clause 3.1 of ITB** and (ii) Notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) in (one) sealed envelope, which must be either delivered by hand or by registered mail, and submitted by the date and time as specified in GeM Bid.

The envelope received late or after the prescribed due date and time will not be entertained. NHPC will not be responsible for any postal delay. No bid price related information shall be mentioned in offline submission.

If hard copy (ies) of the offline documents, not received by the Employer up to deadline for receipt of Hard copies prescribed in GeM Bid/ITB, then it will be considered as 'non-responsive bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

9.2.1 The sealed Envelope containing hard copy of documents shall be marked as "Hard copy(ies) of documents for the work " **Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."**

~~i) Amount of EMD (in original) in the form of demand draft/banker's cheque/BG/other instrument as per GeM GTC, payable at "SBI, Roing, (Branch Code 05821)" as per **Clause 3.1 of ITB.**~~

~~9.3 The Employer reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.~~

~~9.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.~~

~~9.5 Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid etc." shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.~~

~~9.6 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.~~

~~9.7 The work / services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.~~

~~9.8 The bidder shall submit rate analysis of quoted price if so desired by the Employer.~~

~~9.9 The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.~~

~~Further, the reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.~~

~~9.10 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.~~

~~9.11 The Contract shall be for the whole Works, based on the 'Schedule of Quantity and Price' submitted by the Bidder.~~

10. Late Bid:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copy (ies) of the offline documents, if received by the Employer after the deadline for receipt of Hard copies prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

If hard copy(ies) of the offline documents, not received by the Employer upto deadline for receipt of Hard copies prescribed in GeM Bid/ ITB, then it will be considered as 'non-responsive bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall not be processed further.

11. Modification, Substitution and Withdrawal of Bid:

11.1 The server time of GeM Portal will be considered as standard time for referencing the deadline for submission of the bids (i.e. Bid End Date & Time) by the bidders, opening of bid etc. The bidder should follow this time during bid submission.

11.2 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval will result in bidder's forfeiture of its bid security and further their bid shall be considered non-responsive.

12. Opening of Bids by Employer:

12.1 The Employer/ Authority inviting Tender will open the bids received in the presence of the bidders/ bidder's representatives who choose to attend at the time, date and place specified in the NIT. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening event on the GeM portal https://gem.gov.in at their end.

In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

12.2 Online Technical Bids (i.e. Part-I) shall be opened first.

12.3 Part-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 13** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

12.4 The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening event on the GeM portal https://gem.gov.in at their end.

12.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened. The decision of the Employer will be final and binding in this regard.

13. Examination of Bids and Determination of Responsiveness:

13.1 During the detailed evaluation of "Technical Bids or Techno-Commercial Bid", the Employer will determine whether each Bid:

a) meets the eligibility criteria defined in **Clauses 2** of ITB;
b) has been properly signed;
c) is accompanied by the required securities; and
d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantity and Price, Technical Specifications and Drawings, if any.

13.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

a) which affects in any substantial way the scope, quality, or performance of the Works;
b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
d) which is inconsistent with the bidding documents,

13.3 If a "Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

13.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.

13.5 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be done based on the total prices as per BOQ: Schedule of Quantities & Prices.

13.6 All applicable taxes, duties and levies as mentioned in BOQ i.e. Schedule of Quantities & Prices shall be considered for the purpose of evaluation of bids.

13.7 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an 'Evaluated Bid Price'. Bid prices quoted by Bidder shall remain unaltered.

13.8 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price which is obtained by multiplying unit price and quantity, or between subtotal and the total price, the unit or subtotal price as the case may be shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure of the unit rates, the unit rates in words will prevail. If bidder does not accept the correction of errors, its bid will be rejected and the Bid Security will be forfeited in accordance with ITB sub-clause 3.0.

14. Evaluation and Comparison of Bids:

The Employer will evaluate and compare the Part-II i.e. Financial Bid/ Price of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 13** of ITB.

15. Preference for in favour of MSEs:

Purchase preference will be applicable as under:

15.1 Micro & Small Enterprises (MSEs) Units registered with the NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyam Registration for the goods/ services, covered in this Tender Document shall be eligible for the purchase preference.

15.2 In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than an MSE and such MSEs shall be allowed to supply at least 25% of total tendered value. In case more than one such MSEs, the supply will be shared proportionately (to tendered quantity).

In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+ 15% may be awarded for full/ complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

15.3 Out of 25% target of annual Procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

15.4 Out of the total annual procurement from MSEs, 3% from within the 25% target shall be earmarked for procurement from MSEs owned by women.

15.5 Definition of MSEs owned by SC/ST is as given under:

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

15.6 MSEs and Start-ups Bidders shall be allowed to get the benefit under one category either as a MSEs or as a Start-up only, for which self-declaration on company's letter head in the format enclosed at **Format-11** of Section-III is required to be furnished.

15.7 The work is considered as non-splitable or non-dividable.

16. Award Criteria & Employer's Right to accept any bid and to reject any or all Bids:

16.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 2** of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to **Clause 14** of ITB.

16.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

16.3 In case two or more acceptable bidders are found to have quoted identical lowest bid price, the condition on GEM portal shall prevail. In case of service bids, if multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall place the contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM System.

16.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

16.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in Haryana, in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.

The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with four (4) true copies of Contract agreement within fifteen (15) days after signing of Contract.

17. Information w.r.t Public Procurement Policy for Micro and Small Enterprise (MSES) order'2012

MSME Development Act`2006 is applicable to all contractors/ suppliers/ service providers. Therefore, information as per Proforma appended hereto in Section-III is required to be submitted/ enclosed by the bidder along with bid (Format-6).

18. Contacting the Employer:

18.1 Subject to ITB Clause 13.4, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

18.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

19. Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and currency of the contracts. In pursuance of this policy:

a) for the purposes of this provision, the terms set forth below shall mean as under:

i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.

iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and

iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.

b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.

c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

20. Public Procurement (Preference to Make in India), Order 2017:

Bidder shall be Class-I Local Supplier under Public Procurement (Preference to Make in India), Order-2017 issued by the Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide No. P- 45021/2/2017-PP (BE-II) dated 16.09.2020 or as amended from time to time.

Definition of Make in India:

A. Definitions:

Local content: means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class-I Local supplier: means a supplier or service provider, whose Goods/ Services/Works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order. For procurement of Goods / Services / Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.

Minimum local content: Nodal ministry/department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier / Class-II local supplier / Non local supplier. For the items, for which Nodal ministry/department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for Class-I local supplier / Class-II local supplier respectively.

B. Verification of Local Content

a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'. They shall also give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

23.2 Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017: below:

i). Any Bidder from a country which shares a land border with India will be eligible to bid in this tender

only if bidder is registered with the Competent Authority {i.e Registration Committee constituted by the Department of Promotion of Industry and Internal Trade(DPIIT), Govt. of India }. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs (23.07.2020, order (PP no.2).

ii). Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids. (point 13, 23.07.2020, Order(PP no.1)

iii). Further the successful bidder shall not be allowed to sub-contract works to any "Subcontractor" from a country which shares a land border with India unless such Subcontractor is registered with the competent Authority {Registration Committee constituted by the Dept. of Promotion of Industry and Internal Trade(DPIIT), Govt. of India}. (point 11, 23.07.2020, Order(PP no.1)

iv). A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub contracting" (circular 12.03.2021)

v). However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority i.e Registration Committee constituted by DPIIT (circular 12.03.2021).

vi). Bidders have to submit certificate in accordance with Application Form 12 (as per applicability). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for termination and further legal action in accordance with law.

vii). "Bidder" for the purpose of above referred order (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

viii). Bidders from a country which shares a land border with India" mentioned in para above means; (point 8, 23.07.2020, Order (PP no.1)

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

ix). The bidder shall comply with all the term and condition of the OM issued by the Department of Expenditure, Ministry of Finance, Govt. of India vide F. No 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 read with its amendments thereof.

CHECK LIST

The list of documents required to be submitted Online are listed hereunder:

Sl. No.	Document Required	Clause Ref.	Action required	Submitted (Yes / No) Please tick (√)
1.	Copy of Registration Certificate issued from appropriate Govt. agency for Firm/ Company/ Proprietor.	ITB Clause 2.2 (a)	To be submitted online	□ / □
2.	Documentary evidence in support of Qualification Criteria	ITB Clause 2.1	To be submitted online	□ / □
3.	Declaration in respect of banning/ de-listing (Declaration of Ineligibility)	ITB Clause 2.8 Section-III	To be submitted online	□ / □
4.	Pre Contract Integrity Pact along with Annexure-A & Appendix-I to IV	ITB Clause 2.9	To be submitted online	□ / □
5.	Declaration regarding Insolvency and Bankruptcy Code 2016	ITB Clause 2.10	To be submitted online	□ / □
6.	Bid Security / EMD	ITB Clause 3	To be submitted Offline (Details to be given online)	□ / □
7.	Online Documents listed in Clause 9.1.1 of ITB	ITB Clause 9.1.1	To be submitted online	□ / □
8.	All Forms & Schedules under Section-III	Section-III	To be submitted online	□ / □
9.	Schedule of Quantity & Price	Section-V	To be filled online only in Part-II	□ / □
10.	The bidder should submit Schedule tribe certificate/PRC/other documents issued by Govt. of Arunachal Pradesh as proof of being local of Dibang Valley/ Lower Dibang Valley district of Arunachal Pradesh per	Clause 2.1 of ITB.	To be submitted online	□ / □

This checklist duly tick marked shall be submitted with online submission.

SECTION – III

FORMS AND SCHEDULE

Format-1

(To be submitted on letter head of the bidder)

Declaration by Bidder for the works/ services awarded by DMP, NHPC Limited

As per NHPC policy for Reservation of works to be awarded on Local Competitive Bidding basis to PAFs and Locals residing near to the project, for benefit of larger population of the nearby areas of the Project, at a time not more than 04 (Four) works / services to be allotted / awarded to the same entity and the value of Works and Services to be awarded to any single entity at any point of time shall be limited to Rs.125 lakhs (Rs. One hundred and twenty-five lakhs).

The eligibility of PAF to participate in the tenders shall be considered taking into account the works awarded to PAF's family as a whole. The person, his family along with legal heirs shall be considered as single PAF. Declaration in this regard shall be provided by the PAF. In case of false declaration, the concerned PAF shall be debarred from participation of tender for six months.

To,

GM(C), P&C Division, Dibang Multipurpose Project (DMP),

NHPC Ltd.

Sub: Tender No.....

Dear Sir,

Please (tick) the appropriate box [ ]

I/We/M/s .....(Name of Bidder) hereby declared that:

1. Number of Work/service under progress by me/us/ our firm awarded by Dibang Multipurpose Project, NHPC Limited.

i. NIL [ ] ii) One [ ] iii) Two [ ] iv) Three [ ] v) Four [ ]

2. Name, Period of Service and Total Contract Value of Works / Services awarded by Dibang Multipurpose Project, NHPC Limited is / are under progress awarded to .....me/ us/our firm by DMP, NHPC Ltd.

a) .....

b) .....

c).....

d).....

3. Declare that above mentioned Works / Services awarded to..... (Name of the PAFs / Family members/ Legal heirs) of ..... (Address on which eligibility of PAF considered / declared by NHPC Limited) is an identified PAF or Family Members of PAF or Legal heirs of PAF family of Dibang Multipurpose project (Strikeout which is not applicable).

Signature & Seal of
Bidder

Format-2

(Ref: Clause no. 9.1.1 (ix) of ITB)

TENDER FORM

To,
GM(Electrical), P&C Division,
NHPC Limited, Dibang Multipurpose Project (DMP)
Lower Dibang Valley, Roing
Arunachal Pradesh – 792110

1. We have read and examined the following tender documents relating to **"Providing services for Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."**

   a) Notice Inviting Tender (NIT)

   b) Instructions to Bidders (ITB)

   c) Form of Declaration, ECS form, Bid Proforma, Declaration/ Undertaking under MSMED Act, 2006, Declaration of Ineligibility, Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/ Rules

   d) General Conditions of Contract & Special Conditions of Contract

   e) Form of Agreement & Performance Bank Guarantee Form

   f) Schedule of Quantity and Price

   g) Amendment issued in pursuance to Clause No. 5 of ITB.

2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.

3. We agree to keep this tender open for acceptance as specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.

4. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of company)

Name _____

Signature _____

Designation _____

Name of Company _____

Date _____

Format-3

(Ref: Clause no. 9.1.1 (ix) of ITB)

FORM OF DECLARATION

M/s----------(name of Bidder) having its registered office at ---------- ---------- (hereinafter referred to as `the Bidder') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for "**Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW.**" the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,

2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,

3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,

4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personals employed therein,

5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

6) we confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act. 2006 are applicable/ not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Employer.

The above statement submitted by us is true and correct to our best knowledge.

Dated: For and on behalf of the Bidder

(To be signed by Power of Attorney Holder)

Format-4

(Ref: Clause no. 9.1.1 (ix) of ITB)

ECS – Form

NHPC Limited

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME : _____

a) ADDRESS : _____

_____

_____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT:

a) BANK NAME : _____
b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK:

(For payment through RTGS)

e) ACCOUNT TYPE :
(S.B. Account/ Current Account or/Cash Credit with code 10/11/13)

f) ACCOUNT NUMBER : _____

(As appearing on the Cheque Book)

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

(----------)

Date: Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

(----------)

Date: Signature of the Authorized

Official from the Bank

Format-5

(Ref: Clause no. 9.1.1 (ix) of ITB)

BID PROFORMA

Sl. No. Description of information Replies by the bidder

1. Name of the Firm/ Company :

2. Complete Address of Regd./Head Office
   i) Postal :
   ii) Telephone/ Fax :
   iii) E-mail :

3. Complete Name and Communication address of Bid Signatory

   i) Name & Designation :

   ii) Postal :

   iii) Telephone/ Fax :

   iv) E-mail

4. Former name of Firm/ Company (if any) :

5. Type of the Firm /Company (Proprietary/ Partnership/ Private Ltd. Co./ Public Ltd. Co.) :

6. Whether MSE or Start-up (tick in the appropriate box) :

MSE	Start-up

7. Year and place established :

8. Are you registered with any Government/ PSU (if yes, give the details) for work of similar nature covered under the specifications :

9. Have your Company ever been declared Bankrupt (if yes give the details) :

10. Whether the Prices quoted are firm/variable : Firm

11. Validity period of tender, reckoned after the deadline date for online bid submission. : As per NIT

12. Rate of Taxes & Duties as applicable

i) Rate of GST : @ …… % as included (To be specified by the bidder)

ii) Any other taxes/ duties (please specify): @ ……..% as included (To be specified by the bidder)

13. Whether furnished & filled all schedules/ :

annexure appended to tender document

14. Goods and Services Tax No. (GSTIN) :

15. (HSN/ SAC code) :

16. EPF No. :

17. PAN :

Station :_____
Date: _____

For & on behalf of _____
Signature : _____
Name : _____
Designation: _____
(of the authorized representative of the bidder)
Official Seal of the Company:

Format-6

(Ref: Clause No. 17 of ITB)

Format for obtaining declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

(i) [ ]- Micro Enterprise

(ii) [ ]- Small Enterprise

(iii) [ ]- Medium Enterprise

Please tick in the appropriate option box [ ] and attach documents/certificate, if any.

B) I/We also confirm that we are MSEs owned by SC/ST/ Women Entrepreneurs (Strike out if not applicable)

C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Format-7

(Ref: Clause no 20 of ITB)

Declaration regarding Class-I local supplier under Public Procurement (Preference to Make in India) order

Name of Work: "Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."

Item Description	Country of Origin	% of Local Content
"Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."	India	

Please indicate the percentage of local content as per definition of Class-I Local Supplier

Format-8

(Ref: Clause no 2.8 of ITB)

Declaration of Ineligibility

"I/ We, M/s …… hereby certify that I/we have not been declared ineligible in accordance with para 6 of Guidelines on Banning of Business Dealings."

(Seal & Signature of the Bidder)

Format-9

(Ref: Clause no 9.1.1 (xii) of ITB)

Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules

(To be submitted on letter head)

To,

M/s NHPC Ltd.

Sub.: Tender no.....

Dear Sir,

We, M/s..... **(Name of Bidder)** have submitted bid dt.....for the aforesaid tender.

Section 171 of CGST Act. / SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to the Employer.

In case this declaration is found faulty in any manner, we shall fully responsible for the consequential effect including making good of any losses of interest etc. to NHPC Ltd.

Place:	**[Signature of Authorized Signatory of Bidder]**
Date:	**Name:**
	Designation:
	Seal:

Format-10

(Ref: Clause no 9.1.1 (xi) of ITB)

DECLARATION REGARDING APPLICABILITY OF START UPs UNDER START UP INDIA INITIATIVE

Subject: Declaration as regard to applicability of Startup India Initiatives

Startup India Initiative has been introduced by the Government of India and notified their definition in the Gazette notification-G.S.R. 501(E) dt. 23.05.2017. Following are the relevant provisions of the notification as regard to consider any entity as startup: -

a) If it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and

b) up to seven years from the date of its incorporation/ registration; however, in the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration; and

c) if its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 25 crores; and

d) if it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that any such entity formed by splitting up or reconstruction of a business already in existence shall not be considered a "startup";

Provided further that in order to obtain tax benefit a startup should:

i. be a private limited company (as defined in the Companies Act, 2013) or a limited liability partnership (as defined under the Limited Liability Partnership Act, 2008) which is incorporated on or after the 1st day of April, 2016 but before the 1st day of April, 2019, and

ii. be working towards innovation, development or improvement of products or processes or services, or should be a scalable business model with a high potential of employment generation or wealth creation, and

iii. obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification as constituted by Department of Industrial Policy and Promotion from time to time.

As such, it is requested to provide the confirmation as regard to applicability of Startup India Initiative to your firm by submitting the declaration/undertaking.

-------Sd-----

Declaration/Undertaking

A) I/ We confirm that the provisions of Startup India Initiatives are:

[ ] Applicable to us and our organization falls under the definition of Startups.

[ ] Not Applicable to us and our organization does not fall under the definition of Startups.

Please (tick) the appropriate box [ ] and attach documents / certificates, if any.

B) I/ We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Format-11

(Ref: Clause no 2.10 of ITB)

(To be submitted on letterhead**)**

"Self-Declaration by the Bidder" (Insolvency under the Insolvency and Bankruptcy Code, 2016)

I/ We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company _____ (Name of Parent/ Holding company).

(Seal & Signature of Bidder)

Format-12

(Ref: Clause no 15.6 of ITB)

(To be submitted on letterhead**)**

"Self-Declaration by the Bidder"

"It is hereby declared that the Bid / Tender ID No. …….. has been submitted by M/s …… (Name of Bidder) against Tender Specification No……..as a …….. (MSEs / Start-ups).

(strike (X) out the remaining)

…… (Name of Bidder) shall get the benefit for the specified category only if complied all the terms and conditions mentioned in the tender".

(Seal & Signature of Bidder)

Format-13

(Ref: Clause no 2.9 of ITB)

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

Between

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for "**Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW.**" and the Bidder/Contractor is willing to offer against GeM Bid No.: GEM/2026/B/7418192.

WHEREAS the Bidder/Contractor is a private company/ public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Employer is a Public Sector Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.

3.5 Deleted.

3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

3.14 The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as Annexure-A and initiate all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
(iv) Deleted.
(v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
(vi) Deleted.
(vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (**Annexure-A**), which may be further extended at the discretion of the Employer.
(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter

IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.

7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.

7.7 The Employer 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 parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.3 Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Employer	For & On behalf of the Bidder / Contractor
(Office Seal)	(Office Seal)
Place----------	Place----------
Date----------	Date----------
Witness1._____	Witness1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)

Annexure-A

Guidelines on Banning Business Dealings

1.0 Introduction

1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.

1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2. 1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the units of NHPC.

2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.

2.5 The suspension/banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) ***"Agency /Party / Contractor / Supplier / Bidders/Vendors"*** *shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.*

ii) ***"Unit"*** *shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.*

*iii) "****Competent Authority"*** *and '****Appellate Authority'*** *shall mean the following:*

a) For works awarded/under tendering from corporate office (falling in the competency of CMD /Board of Directors)

- Competent Authority: CMD

- Appellate Authority : Board of Directors

b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

- Competent Authority: Concerned Director/ Executive Director as the case may be
- Appellate Authority: CMD /Concerned Director as the case may be

c) For works awarded/under tendering from Corporate Office/ Regional Offices/ Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)

- Competent Authority in case of works awarded/ under Tendering from Corporate Office/ Regional office shall be CGM or GM of the concerned division as the case may be.
- Competent Authority: Head of the Unit not below the rank of General Manager
- Appellate Authority: Next higher authority.

iv) **"Investigating Committee"** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate Office suspension shall be effective at Corporate Office. During the period of suspension, no business dealing shall be held with the Agency.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the

Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

6.0 Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.

6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.

6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

6.9 On any other ground upon which business dealings with the Agency is not in the public interest.

6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

7. 1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.

7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".

c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at Appendix-II of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

7.5 Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency

concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– III.**

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

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

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate

as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

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

Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Appendix-IV** with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

Appendix –I

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No……. Date……

To

M/s ……

Attn.: Shri ……..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of …… was awarded to your firm vide letter of award no …dt…. amounting to Rs. ……. OR In response to NHPC NIT (e-tender / physical tender) no ……dt. you have submitted your bid. (Strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

"Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

(i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension

(ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

(iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

(iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued

(v) In case of ongoing contracts between you & NHPC, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However, where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

(b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

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

(d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach…… (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

Appendix –II

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No……. Date…….

To

M/s ……

……

Attn.: Shri ……..

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to NHPC, a personal hearing shall be conducted on ---------- at ---------- Hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

Appendix –III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No……. Date……

To

M/s ……

Attn.: Shri ……..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of ……. was awarded to your firm vide letter of award no …dtd….. amounting to Rs. ……. OR In response to NHPC NIT (e-tender / physical tender) no ……dt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

"Brief of the Default may be mentioned"

Whereas show cause notice vide no … dtd…..was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____dt. _____and presented your case in the personal hearing dated …… (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated ……(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period of …….years/month Competent Authority may extend the period of Banning.
ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

(v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However, where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

(b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

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

(d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach…… (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority: ……

Designation:

Address:…..

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

Appendix –IV

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No…….

Date……

To

M/s ……

Attn.: Shri ……..

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated …….. Placing M/s …… on Suspension/Banning List by NHPC;

2. Your Appeal reference ……. Dt…….

Dear Sir,

This has reference to the order dt…… placing you on Suspension/Banning List and your appeal petition reference …. dt…. on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that:

* There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of …… years/month from the date of order, as ordered by the original Authority is upheld,
* Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of Suspension/Banning for …… years/months from the date of order of original authority;
* Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC.

Format-14

(Ref: ITB Clause No. 9.1.1 (xiv))

PAST EXPERIENCE

Details of similar works carried out	No. and date of order	Value of Contract	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	If order is under execution, percentage of supplies completed till date	Reasons for delay, if any	Name and complete address of the customer

ANNUAL TURNOVER

Fiscal year	Turnover (Rs.)
FINANCIAL YEAR 2021-22	
FINANCIAL YEAR 2022-23	
FINANCIAL YEAR 2023-24	

Fiscal year begins on 01 April in each calendar year.

NB: To please attach detailed data sheet wherever possible

Station :_____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation : _____

(*of the authorized representative of the bidder*)

Official Seal of the Company:

Format-15

(Ref: Clause no 9.1.1 (xiv) of ITB)

DECLARATIONS

(to be submitted by bidder)

S. No.	Declaration Type	Declaration	Acceptance/ Rejection
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ITB, Conditions of Contract, Scope of work and Technical Specifications of work) and we agree to abide by the same unconditionally.	
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	

Signature & Seal of Bidder

Note: - The firm shall indicate acceptance against each type of declaration. If nothing is mentioned it shall be treated as acceptance. However, if the bidder mentioned rejection, against any declaration, the bid shall be considered as non-responsive.

****

SECTION – IV

CONDITIONS OF CONTRACT

a) GENERAL CONDITIONS OF CONTRACT

b) SPECIAL CONDITION OF CONTRACT

c) FORM OF AGREEMENT

d) PERFORMANCE BANK GUARANTEE FORM

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 NAME OF WORK: "Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."

2.0 PRICES AND TAXES & DUTIES:

2.1 Prices shall be Firm and inclusive of all cost of labour, insurance , EPF charges, spares and T&P emergency stock, all Consumables & materials and all applicable taxes & duties including those assessed on the Employer. The Contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits.

2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, shall be mentioned in Price Bid i.e. Schedule of Quantities & Prices (Section-V).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid / reimbursed against proper invoice as per rules/and other relevant documents, if any and restricted to the total amount of Taxes & Duties mentioned in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by NHPC.

TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

2.5 Deleted

2.6 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.

2.7 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.

2.8 GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit Act and compliance of Anti-profiteering clause under section 171of CGST Act/ SGST Act shall be submitted along with bid (ANNEXURE-X)

2.9 Invoices and other documents submitted by contractor for payment under Interim Payment Certificate/ Final Payment certificate, or any other payment under the contract shall be in accordance with the GST Law

The contractor shall furnish a certificate along with Interim Payment Certificate/Final Payment certificate that GST payable by him has been deposited / will be deposited to the Govt. Treasury.

3.0 CONTRACT PERIOD:

The Contract shall be valid for a period of 12 Months from the date of commencement of the work. The Contractor shall take over and commence the work within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of work within 10 days of issue of LOA, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money / Performance Security.

4.0 COMPENSATION:

4.1 The Contractor shall ensure timely attending of complaints, rectification of faults within reasonable time period or the period specified by the Engineer-in-charge, in case of emergency. Any delay on account of Contractor/ service personnel, negligence will result as imposing of compensation @ Rs.500/- per day plus applicable taxes extra and the same shall be recoverable from the bill.

4.2 The Contractor shall provide the minimum staff [As mentioned in SCC] for the work otherwise recovery shall be made from the Monthly bills @ 1.5 times the prevalent Minimum wage issued by Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi.

5.0 PERFORMANCE SECURITY / SECURITY DEPOSIT:

The Contractor within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 5 (Five percent) of the Contract Price to the Officer-In-Charge for due performance of contract, in any one of the following forms:

(a) Demand draft on any Nationalised/ Scheduled Bank of India in the name of Client; or

(b) Bank Guarantee from an Indian Nationalized/ Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Client in the prescribed standard proforma of Client.

c) Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) acceptable to Employer in the prescribed proforma by way of guarantee valid till Three month beyond the Contract period as mentioned in the Order for the due and faithful performance of the contract along with the other terms and conditions agreed to.

If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @ 12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd',

otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If contractor fails to submit the Performance Security within 45 days (for the contracts having time for completion - up to 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

Award shall summarily be terminated.

i) EMD/ Bid security shall be forfeited.
ii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
iii) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
iv) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

The Contractor shall, at his own cost get the validity period of bank guarantee furnished by him extended from time to time till one month beyond the completion of work as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge within the specified period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any.

The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.

Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the Beneficiary : NHPC Limited.

Collection A/C Account No. : 11362151275

IFSC Code : SBIN0005821

Branch Address : PO-Roing, Distt.- Lower Dibang Valley, Arunachal Pradesh-792110.

6.0 **WARRANTEE**:

During the period of the contract, if the Contractor fails to rectify any defect pointed out to him the same shall be got done by NHPC at the risk and cost of Contractor and recovered from the Security Deposit or any other amount payable to the Contractor. For non-performance of certain items or unsatisfactory performance, penalty shall be levied on pro-rata basis as decided by Engineer In- charge. The penalty leviable from the Contractor for such non-

performance shall not be higher than the amount equivalent to which would have become payable to the Contractor by NHPC had the work been executed by the Contractor as per schedule.

In case of any damage or loss on account of acts of commission or omissions of the Contractor, the same shall be compensated by the Contractor or else shall be recovered from available payment or any monies payable to the Contractor.

7.0 TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the Contractor commits default in any of the terms and conditions of the contract, NHPC reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the Contractor.

8.0 INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the Engineer-in-Charge or his authorized representatives.

9.0 ENGINEER-IN-CHARGE AND HIS DECISION:

Engineer-in-Charge shall be nominated /authorized by HOP Dibang MPP. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

In respect of all matters, which are left to the decision of Engineer-In-Charge including granting or withholding of certificates, the Engineer-In-Charge shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Contractor.

10.0 QUANTITY VARIATION:

During the execution of the contract, the Employer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analyzed rate based on actual input to be provided by the Contractor.

11.0 PAYING AUTHORITY:

General Manager (F), NHPC Limited, Dibang Multipurpose Project, Roing, Arunachal Pradesh

12.0 CONTRACTOR'S RESPONSIBILITY:

12.1 Contractor shall ensure that all the labours appointed by him are paid minimum wages as fixed by the Centre Government in terms of Minimum wages act and other statutory requirements. The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

12.2 The Contractor shall be liable to make payment to all his employees and shall comply with labour laws. If NHPC were held liable as Principal Employer to pay contribution, in respect of the employees of the Contractor, then the latter would compensate NHPC with amounts of such contributions so

paid by the NHPC. Further, if the payment to their workers is not made by the Contractor, the same shall be paid by NHPC by deducting the amount from the running bills/ any monies payable to the Contractor with overhead charges of 15%.

12.3 The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.

12.4 The Contractor shall clearly inform the labour that working in NHPC premises will not entitle them for any job in NHPC in future.

12.5 The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the labours engaged for the work.

12.6 All the workers engaged by the Contractor are subjected to Security check while entering and leaving the premises.

12.7 The Contractor will be responsible for the good conduct of his employees. In case of any misconduct or misbehaviour of his employees' suitable action shall be taken as per the directions of Engineer In-charge.

12.8 The Contractor or his authorized supervisor/ engineer will come regularly to site to ensure that the work is being performed following all Rules, Regulations and Acts as specified in clause 3.0 above. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the Contractor.

12.9 The Contractor shall maintain spares and T&P emergency stock in NHPC premises for which space on demand may be provided.

12.10 The Contractor should ensure that labour should wear uniforms, badges, shoes and safety and security items during their duty hours. Also the Contractor service personnel must have valid company identity cards for identification purpose.

12.11 The Contractor shall also provide the mobile no. / telephone no. to contact the service personnel.

12.12 All consumable and material used by Contractor shall be of standard brand as approved by Engineer in Charge.

12.13 The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

12.14 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

12.15 In the event of any injury, disability or death of any employees in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee's Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time

and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a employee and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Employee's Compensation Act, 1923, for any injury, disability or death of a employee by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.

12.16 The Contractor shall furnish to the Engineer-In-charge, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract labour in NHPC. To obtain License, NHPC shall issue a certificate in Form V.

12.17 **COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

12.17.1 During continuance of the Contract, the Contractor and his Sub-contractor(s) shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

(a) Pension or family pension on retirement or death as the case may be.

(b) Deposit linked insurance on the death in harness of the worker.

(c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act 1965 and any further amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing ` 21,000/- P.M. or less. The bonus to be paid to employees getting ` 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

(x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer" for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

12.17.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer

by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

12.18 The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

12.19 **Social Accountability 8000 Compliance:**

The Contractor shall comply with all the requirements of SA 8000:2001 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

12.20 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

12.21 The Contractor including its Sub-contractor shall have the registration with EPFO and ESIC. Further all the workers deployed by Contractors or Sub-contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence.

The reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit the Bank account nos. of the contract workers in which the salary is deposited by the Contractor including its Sub-contractor. The Contractor including its Sub-contractor as proof shall submit along with other documents pursuant to Clause 25, the account statement in respect of salary paid to the contract workers for the month prior to the month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him or his Sub-contractor to the contract workers deployed by him or his Sub-contractor and the statutory compliance. The Contractor shall in no case withhold the payments due to their

employees for any reasons whatsoever including that on account of non-clearance of its bill by the Engineer-in-Charge or his authorized representative.

13.0 SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working.

The Contractor shall provide & make all necessary gadgets/arrangements for safety of his employees. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his employees or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the Contractor. The insurance charges of the employees shall be borne by the Contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the Contractor to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

The Contractor shall be responsible for safety of all employees employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

14.0 INSURANCE

The Contractor shall take the ESIC. In case ESIC is not available, then Mediclaim insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer-in-charge before commencing the work.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

15.0 SUBLETTING OF CONTRACT

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

16.0 CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors/ engineers with sufficient experience to supervise the Works.

The Contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in- Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

17.0 REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and

require the Contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

18.0 ECOLOGICAL BALANCE:

During the course of work the Contractor shall ensure compliance to Ecological balance under various regulations and acts in vogue including following:-

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act,1974
3. Air (Prevention and control of Pollution) Act 1981

19.0 FORCE MAJEURE:

19.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

19.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 19.2 (i) above, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the Contract; and

(b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract

or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

19.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 23.

20.0 SUSPENSION OF WORKS:

20.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:

(a) Provided for in the Contract, or

(b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or

(c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

20.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

21.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

21.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

21.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

22.0 TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the

proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

23.0 TIME FOR COMPLETION AND EXTENSIONS:

23.1 Time for Completion allowed for execution of the Works is as specified in clause 3.0 of these conditions.

23.2 However, if the work is delayed on account of:

i) Delay in handing over of site to the Contractor; or

ii) Increase in the quantity of work to be done under the contract; or

iii) Suspension of work; or

iv) "Force Majeure" or

v) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of Works.

23.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time suo motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

a) within 14 days after such event has first arisen notified the Engineer and

b) within 28 days or such other reasonable time as may be agreed by the Engineer–in–charge detailed particulars of any extension of Time for Completion to which the Contractor may

consider himself entitled.

24.0 COMPLETION CERTIFICATE:

24.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in clause 3.0 and terms and conditions mentioned in clause-23. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

24.2 No certificate of completion shall be issued as stipulated under 24.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

25.0 PAYMENT ON ACCOUNT:

25.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

25.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.

25.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- charge.

25.4 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

25.5 In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of

such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.

25.6 Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State shall be deducted from payment.

25.7 Subject to Sub clause 12.21 of Conditions of Contract, the EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis.

Further, the reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

25.8 Other than normal payment through NEFT/RTGS directly from NHPC Ltd., the MSME Vendors has an option to avail the TReDS facility. NHPC has registered itself on TReDS platform with M/s A. TREDS Limited, CIN – U74999MH2016PLC281452, Registration no: (Account no): 1000005783, Communication address: A. TREDS Ltd, Ashar IT Park, 11th Floor, Road No: 16Z, Wagle, Industrial Estate, Thane (West) – 400604. The TReDS facilitates financing of Invoices of MSMEs by way of discounting by financiers. MSMEs can upload the invoices in the system and NHPC Ltd. can accept the invoices in the system. Upon NHPC's acceptance, the Banks / NBFCs can discount the invoices and can release the payment directly to the MSMEs. In this regard; MSME Vendors can refer to RBI guidelines available on website of RBI.

26.0 PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

27.0 OVER PAYMENT AND UNDER PAYMENT:

27.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.

27.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 28.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

27.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.

27.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

27.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 28 hereof, or by the competent court.

28.0 SETTLEMENT OF DISPUTES

28.1 Amicable Settlement

28.1.1 If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

Any dispute in respect of which the Client and the Contractor have failed to reach at an amicable settlement pursuant of Sub-Clause 28.1, shall finally be referred to the Competent Court.

28.2 ARBITRATION- DELETED

28.3 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement.

28.4 No interest shall be payable by the Employer on the disputed/ claimed amount for the period up to determination and notification of the award by Arbitration Institution.

29.0 General:

The Employer reserves to itself the right to take over the part or full contract from the Contractor after the award of the Contract or during the execution of Contract without assigning any reason.

30.0 Training of Apprentices

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under

the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

31.0 AGREEMENT AND INTEGRITY PACT:

The Contractor shall execute a Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Arunachal Pradesh in the format appended within 28 days from the date of issue of Letter of Acceptance.

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ATC (Additional Terms & Conditions)/ Special Conditions of Contract

Name of Work: Providing services of Running and Maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project(2880MW)

ELIGIBILITY CRITERIA:

a)The bid is reserved for Locals residing in the districts of Lower Dibang Valley/Dibang Valley of Arunachal Pradesh Only as per NHPC policy for Reservation of works on Local Competitive Biddings basis to PAFs and Local residing near to the Project.

The bidder should submit Schedule Tribe Certificate/PRC/Other documents issued by Govt. of Arunachal Pradesh as proof of being local of Lower Dibang Valley/Dibang Valley districts of Arunachal Pradesh.

b) For benefit of Larger population of nearby area of the Project, at a time not more than 4 (Four) works/services be allotted/awarded to the same entity. The bidder shall have to submit an undertaking in this regard in Annexure-A format. The value of works and services to be awarded to any single entity at any point of time shall be limited to 125.00 Lacs.

Buyer Added Additional Terms & Conditions (ATC)

INTRODUCTION

The SCC & GCC of NHPC shall be read in conjunction with GeM GTC. In case of any conflict/inconsistency on any provision/clause between SCC/GCC and GeM GTC, the corresponding provision of SCC, GCC of NHPC & GeM GTC shall prevail over in this order of preference.

1. **SCOPE OF WORK**:

The brief detail of the work covered under the scope is enumerated as under: -

a) Providing services for operation and Maintenance of D.G sets, electrical infrastructure work, wiring of office building, residential and non-residential building, cable laying, termination, illumination at Roing office & Chimri sites, encompassing the installation, maintenance, and optimization of electrical systems in office and executive field hostel buildings. These systems provide power for lighting, heating, cooling, appliances, and various other functions essential for daily life.

b) Providing services for up keeping of electric circuit healthy/changing of electrical appliances such as Geyser, bulbs, TV, fan etc at all existing points at office buildings/various field Hostels and sites. Switching & cleaning of electrical equipment's excluding repairing and servicing of DG Sets, panels /systems.

Note: Above scope of work is illustrative only. The work shall be executed as per direction of Engineer-in-charge.

2. Numbers of contract labour to be deployed under this work are as under:

Sl. No.	Category	Number of personnel proposed
1	Highly Skilled -Labour	1
2	Skilled -Labour	6
3	Semi-Skilled	1

3.0 The Skilled manpower mentioned at sl.no.2 shall be regulated as per DO Letter no. SD-12/1/2021-US(ECODIV)/58 dt.12.02.2021 of Ministry of Skill Development & Entrepreneurship, GOI, wherein certified skill workers are to be engaged in the work. Therefore, it is mandated that minimum 10% of the strength of skilled workers shall be a certified skill worker.

4.0 Details of manpower along with Identity Proof viz., voter card, aadhar card, pan card etc. shall have to be submitted to Engineer –in-Charge (E-I-C) before start of work.

The Contractor shall also maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.

5.0 The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages notified by the Government of India, Ministry of Labour & Employment, in respect of the persons deployed by him. Contractor is liable to pay minimum wages as notified by the central Govt. time to time. **The present minimum wages payable w.e. f.** 01.10.2025 (F.No.1/6(3)/2025-LS-II, Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi dated 25.09.2025) India are as under:

i. Highly Skilled @893/- per day
ii.Skilled @ 760/- per day
iii.Semi-Skilled @ 632/- per day

In case contractor fails to depute required Nos. of workmen as specified, penalty/deduction of wages will be as follows:

i. Highly Skilled Rs.893/- per day per head
ii. For skilled: Rs.760/- per day per head
iii. For Semi-Skilled: Rs.632.00 per day per head

Or minimum wages as notified by the central Govt. time to time including all overheads and contractor's profit for each man-day absence.

6.0 The details of each contract labour engaged through contractors shall be updated latest by 7th of every month by the Service Provider through his Login ID in CLPM Portal in NHPC website: www.nhpcindia.com.

7..0 The manpower against this contract can be deployed at any location of the Project/Out station as and when required.

8.0 Contractor should not pay less than wages to their manpower mentioned at ATC clause no.5 or Employer's notified revised wages applicable to this contract. However, as and when, minimum wage notified by Min. of Labour & Employment, GoI exceeds the wages prescribed above, then for the awarded work, the contractor should pay the minimum wages notified by Min. of Labour & Employment, GoI and in that event contractor is entitled for reimbursement of differential amount of wages (minimum wages notified by Min. of Labour & Employment, GoI minus (ATC clause no. 5 or Employer's notified revised wages applicable to this contract).

9.0 Contract Labour License if applicable may be obtained from Labour Department, GOI and submitted to E-I-C before release of 1st RA bill. Further, the Service Provider shall submit relevant documents showing that he has applied for license with relevant authority before start of work if applicable.

10.0 After issuance of Letter of Award, Single Point of Contact (SPOC) nominated by the Service Provider shall report to the E-I-C before 2 days from date of start of the work along with details/ documents required for start of work.

11.0 Any accident or damage during maintenance/ operation will be the responsibility of the contractor and NHPC Limited will not be liable for any claim, compensation, penalty etc. on this account.

12.0 The contractor shall install attendance system (Biometric/Manual) guidelines for access and movement control of deployed manpower where the man power sources will be deployed (viz Main office building Roing, Chimri and Dam site) and data of the same shall be submitted with the RA bill. The Biometric machine(Manual) supervision/maintenance/replacement will be in the scope of concerned contractor.

13.0 The scope of services also includes the provision for outstation duty & outstation journey charges which are payable as below:

- The Provision for outstation duty for outside Roing and sites @ Rs. 300.00 per person per night (i.e 20 Day.X Rs.300.00) amounting to maximum limit of Rs. 6000.00 excluding GST @18% for the contract period.
- The provision for outside journey beyond 12 hours (not involving night stay) is Rs 150/ per Journey (i.e. 20 Days x Rs 150.00) amounting to maximum limit of Rs 3000.00 excluding GST @ 18% for the contract period.

The outstation duty & outstation journey charges shall be paid extra as per actual on submission of documentary evidences and restricted to maximum limit above and shall be reimbursed by the Employers above the Contract amount. Outstation duty mean deputation at Dibrugarh, Pasighat, nearby associated Substation of State/Power Grid (PGCIL) etc. Duty assigned at any sites pertain to Dibang Multi-Purpose Project like Chimri, New Apali, Dam Site/Power house site, field hostels etc shall not be treated as outstation duty.

14.0 In case Service Provider takes policy other than ESIC, Such as mediclaim policy vide Part-1 office order No; 104/2024 dated:13.09.2024 and circular No:41/2024 dated: 01.10.2024, the amount shall be reimbursed to the Service Provider on monthly basis during the period of contract/policy term as applicable for Employees compensation Act/ESIC.

15.0 CONTRACT PERIOD:

The Contract shall be valid for a period of One (01) year from the date of commencement of the work.

16.0 The monthly wage and other components shall be as follows:

a) Basic plus VDA as notified by central government time to time. VDA is revised twice in Financial Year i.e on 01st April and 1st October.

b) EPF @ 8.33% & EPS @3.66%of Basic + VDA restricted on wage Rs.15,000/-(wage as revised in EPF Act, 1952/ Scheme time to time)

c) EDLI at the rate 0.5% of Basic + VDA restricted to Rs.15000/-

d) Admin charges at the rate 0.5% of Basic + VDA restricted to Rs.15000/-

e) Employee Compensation Insurance Premium and mediclaim policy at the rate 1.05% and 2.24%(total=3.29%) of 21000.00 respectively or ESI @ 3.25% of Wage restricted to 21,000/- wage as applicable / revised time to time.

f) Bonus at the rate 8.33% of (Basic + VDA) calculated on on Rs.7000/- or minimum Wage, whichever is higher, subject to wage ceiling of Rs,21 ,000 as per statute.

g) Leave component at the rate 5% of (Basic + VDA) applicable to contracts having validity of 240 days or more 12 days on 240 days considering continuous service of one year as defined under the relevant statutes) and shall be provided in the final bill of the contractor.

h) Gratuity at the rate 4.82% of (Basic + VDA) applicable for contracts having validity of 240 days or more shall be released after 240 Days.

i) The contract workers are also required to work on the National Holidays a component in this respect is added at the rate 0.96% of Basic + VDA.

j) Conveyance @ Rs.500/- per month subjected to full month presence otherwise payment will be based on prorate basis.

17.0 Other terms and Conditions are as follows:

a)For Annual Contract 312 Days (26 x 12) is to be considered as man-days for each contract workers.

b) In case of Central Government Notification, escalation in Minimum Wage time to time and accordingly change in EPF Contribution, EDLI, EC / ESI, Bonus, Leave, Gratuity, Retrenchment Benefits etc the same shall be reimbursed (Against submission of documentary evidence)

Applicability of Employees State Insurance or Employee Compensation Act, 1923 for Contract Workers: Wherever ESIC is not notified for area of operation or Wage ceiling of Contract Labour exceeds Rs.21000/ per month under ESIC if applicable, the Service Provider shall obtain insurance policy under Employee Compensation Act,1923 and Mediclaim policy for each Contract Labour and their family. In such case, annual premium to be reimbursed by NHPC towards Insurance under Employee Compensation Act, 1923 and Mediclaim Insurance Policy together wherever applicable shall be limited to 3.29% of 21000/- per individual Contract Labour. Illustation is given as under :

Illustrations:

Case 1: A Contract Labour draws monthly Minimum Wages: ₹ 14000/-

Then premium towards Insurance under Employee Compensation Act, 1923 and Mediclaim Policy together shall be: [3.29 % of 21000 x 12 + applicable GST]

Case 2: A Contract Labour draws monthly Minimum Wages ₹ 21500/-

Then premium towards Insurance under Employee Compensation Act, 1923 and Mediclaim Policy together shall be: [3.29 % of 21000 x 12 + applicable GST]

In case of, Insurance Companies has shown reluctance to provide Group Mediclaim Policy for meagre number of beneficiaries in a particular R&M/Service Contract.

Clarification:

In above scenario, it may be regulated as below:

Concerned Contractor or Individual Contract Labour as the case may be, may obtain annual Mediclaim Insurance Policy ensuring the requisite coverage of not less than Rs. 150000/- in favor of his/her Contract Labours and their Family (Maximum four members) (Spouse and two Children or Parents) engaged in R&M/Service Contracts however the reimbursement of annual premium paid shall be limited to overall ceiling of 3.29% of 21000 x 12 + applicable GST after adjusting the premium paid for coverage under Employees Compensation Act,1923. Where the Mediclaim Insurance Policy has been obtained by any individual Contract Labour, he/she may claim reimbursement of premium paid to the defined limit through his/her employer (contractor), who shall claim reimbursement of the same from NHPC, Dibang Multipurpose Project.

Illustration:

a. Premium of annual Mediclaim Policy shall be: 2.24% of 21000 x 12

b. Premium of coverage under Employees Compensation Act,1923 shall be: 1.05% (total 3.29% of 21000 x 12) excluding GST.

c) In case (Basic + VDA) are more than Rs. 15000/-; EPF & EDLI component loading will be restricted on 15000/- only.

d) Bonus shall be calculated on Rs.. 7000/- or Minimum Wage, whichever is higher, subject to maximum ceiling of wage for Bonus Rs. 21000/-.

e) Reimbursement towards PMJJBY @436/- per person per year and PMSBY @20/- per person per year (as applicable time to time) to be made on submission of supporting documents by the contracting Agencies. Taking PMJJBY and PMSBY in respect of all deployed contract workers may be made mandatory and to be insisted by concerned ElCs, to be kept in limit of the PO.

f) In case contract period is less than 240 days, national holidays @ 0.32 for each National Holidays shall be paid. Leave benefit, retrenchment benefit shall not be paid in sach cases.

g) A lump sum amount of Rs.3500/- per head per annum may be reimbursed against suitable documents to the service provider towards Uniform / Liveries (Tentative break-up as under).

Sl No.	Items	Quantity	Tentative Amount
1.	Saree/ salwar suit (for female) Pant & Shirt (for male / female)	Two Pairs	1500.00
2.	Shoes & Socks	One Pair	900.00
3.	Sweater/Jackets / Coat	One	600.00
4.	Rain Coat	One	500.00
	Total		3500.00

18.0 Administration and mechanism to ensure discipline at work place:

a) All the Contract Labour / Workers engaged by the contractor under R & M / Service contracts in an establishment of NHPC shall enter into an agreement / settlement with the respective Contractors; before the contractor enter into the contract / agreement with the NHPC limited for execution of the awarded work; that they are accepting the wages, rate, terms & conditions of NHPC notified vide part I Office Order No. 60 dated 30.08.2023/subsequent orders. They also undertake that they will not resort to any strike, unfair labour practices or otherwise to unproductive/ hamper / sabotage / slow down etc. the activity / work / services of the company/ projects / power stations / units.

b) The copy of the said Agreement shall be witnessed by two independent witnesses in presence of duly authorized representative of establishment of NHPC Limited. A copy of which shall be sent to concerned labour authorities for registering the same in records.

c) Bio-Metric attendance marking system shall be brought into place for project level / centralized real time monitoring of absentees of the contract labour for security / safety reasons or otherwise at Project / PS/ Unit level and at corporate level. The monitoring shall be carried out by Industrial Relation (Human Resources) section of respective PS / Projects / Units,as per the site requirements.

d) The contract labour above the age of 60 years shall not be engaged by the contractor.

19. ENGINEER-IN-CHARGE AND HIS DECISION:

Group Senior Manager(Electrical) Dibang Multipurpose Project, NHPC Ltd, or his authorized representative shall be the Engineer-In-Charge of the aforesaid contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer- in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Service Provider to the Buyer

under the Contract shall be given to the Engineer-in- Charge, except as herein otherwise provided.

In respect of all matters, which are left to the decision of Engineer-In-Charge including granting or withholding of certificates, the Engineer-In-Charge shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Service Provider.

20.0 SAFETY:

The work shall be carried out strictly adhering to all the safety norms including NHPC Safety Rules.

21.0 SUSPENSION OF SERVICES:

The Service Provider shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:

(a) Provided for in the Contract, or
(b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Service Provider, or
(c) necessary for the safety of the Works or any part thereof.

The Service Provider shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Service Provider shall be entitled to such extension of Time for Completion of the Works as the Engineer-in- Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Service Provider to his employees during the periods of such suspension.

If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Service Provider may serve a written notice on the Engineer-in- Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Service Provider by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Buyer.

22.0 FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

22.1 If at any time after acceptance of the tender the Buyer decides to abandon or reduce the

scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in- Charge shall give notice in writing to that effect to the Service Provider, and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the force-closure of the whole or part of the Works.

22.2 The Service Provider shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

23.0 TERMINATION OF CONTRACT ON DEATH:

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies, or if the Service Provider is a partnership concern and one of the partners dies, then, unless the Engineer- in- Charge is satisfied that the legal representatives of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Buyer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Service Provider or the surviving partners of the Service Provider's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Providers firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

24.0 AMENDMENT TO CONTRACT:

24.1 QUANTITY VARIATION:

During the execution of the contract, the Buyer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analyzed rate based on actual input to be provided by the Service Provider.

24.2 Time for Completion allowed for execution of the Works is for a period of One (01) year from the date of start of the work.

25. However, if the work is delayed on account of:

i. Delay in handing over of site to the Service Provider; or
ii. Increase in the quantity of work to be done under the contract; or
iii. Suspension of work; or

iv. "Force Majeure" or
v. Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Service Provider's control;

then, immediately upon the happening of any such event as aforesaid, the Service Provider shall inform the Engineer-in-charge accordingly, but the Service Provider shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Service Provider shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Service Provider for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of Works.

26.0 In any such case as may have arisen due to any of the events, as aforesaid, and which shall

Such extensions, if admissible, shall be communicated to the Service Provider by the Engineer-in- Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Service Provider has;

a) within 14 days after such event has first arisen notified the Engineer and
b) within 28 days or such other reasonable time as may be agreed by the Engineer–in–charge detailed particulars of any extension of Time for Completion to which the Service Provider may consider himself entitled.

27.0 Risk and Cost:

In case payments made to other than Service provider by Buyer towards any liabilities arising out of non-compliance of contract conditions by Service provider, the buyer shall recover those amounts from the Service provider bills.

Delay in payment of take-home remuneration by the service provider and deposit of EPF and ESI (both employee and employer share)

1. Rs.100/- per day per resource up to 15 days and warning to service provider to deposit the said amount within 7 working days.

2.Rs.200/- per day per resource after 15 days and hold on all type of payments to service provider till the said amount is deposited to respective stakeholders and proof of same is submitted to buyer.

3.Engineer-In-Charge may cancel the contract if the statutory payments are not deposited, and the Performance Security shall be forfeited.

28.0 Discipline:

The service provider will ensure engaged work force will maintain the proper discipline in project premises. Any disobeying and negligence to follow the instructions of Engineer-in charge engaged personnel will be replaced immediately. The matters related to industrial relations of engaged force will the sole responsibilities of the service provider. The service provider will remove his/her men, material after completion of contract.

TECHNICAL SPECIFICATIONS AND SAFETY MANUAL

1. Safety Manual of NHPC as in force will be applicable for this contract.

(Ref.: Clause No. 31 of GCC)

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ------- between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s _____ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Contractor, viz: ----------and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of ------- (Rupees).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) General Conditions of Contract,
iii) Special Conditions of Contract
iv) Schedule of Quantity and Price;

v) any other documents forming part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Contractor	For and on behalf of NHPC Ltd.
Signature----------	Signature----------
(Designation)----------	(Designation) ----------
Place:	Place:
Witnessed by:	Witnessed by:
1. ----------	1. ----------
2. ----------	2. ----------

(Ref.: Clause No. 5 of GCC)

Bank Guarantee form for Performance Security

(To be stamped in accordance with Stamp Act if any, of the Country of the issuing Bank)

Bank Guarantee No. .....

Date .....

To,

[Client's Name & Address]

Dear Sir,

In consideration of the .... *[Client's Name]* ..... (herein after referred to as the 'Client' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .... *[Contractor's Name]* .... with its Registered/Head Office at ..... (herein after referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Client's Letter of Acceptance No. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for ……. *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to …… (*) ……. of the said value of the aforesaid work under the Contract to the Client.

We .....*[Name & Address of the Bank]* ..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Client and further agrees that the guarantees herein contained shall continue to be enforceable till the Client discharges this guarantee or till ……*[days/month/year]* whichever is earlier.

The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor or any other course or remedy or security available to the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with

reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s …… (name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed …….
ii) This Bank Guarantee shall be valid up to ……
iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Client serves upon Bank a written claim or demand on or before ……@……

Dated this .....day of ..... 2025…… at .....

WITNESS

1. ……
(Signature)

……
(Name)

……
(Official Address)

2. ……
(Signature)

……
(Name)

……
(Official Address)

Signed for and on behalf of the Bank

……
(Signature)

……
(Name)

……
(Designation with Bank Stamp)

Attorney as per Power of Attorney No. ……. Dated……

Communication address of the Bank

Name of the contact person
Tel. No.
Fax No.
Email:

Notes:

1. (*) This sum shall be Five (5 %) of the Contract Price denominated in the types and proportions of currencies.
   (@) This date will be Six Months beyond the Contract Completion Period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Client by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Client. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Client and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Client, with a forwarding letter.

(Ref.: Clause No. 5 of GCC)

INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ... *[Employer's Name]* ..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....*[Contractor's Name]* ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for ----------[Contract sum in figures and words] for ……*[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Insurance Company]* .....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto .....(@) ..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till …… (+) ……. *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance Company shall not be

released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed _____ (*) ____.

ii) This Insurance Surety Bond shall be valid up to _____ (+) _____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before (@)_____

Dated this .....day of .....20_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name) (Name).....

....

(Official Address) (Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the Indian currency.

(@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

2. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

3. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

(refer clause 3.1 of ITB)

(To be submitted offline as well as uploaded online (scanned copy))

Bank Guarantee form for Earnest Money Deposit

Date: _____

[Name of Contract]

To:

NHPC Limited

NHPC Office Complex,

Sector-33, Faridabad, Haryana – 121003 (India)

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of bid]* for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *[name of bank] of [address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Employer]* (hereinafter called "the Employer") in the sum of: *[amount]*, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this____day of_____20_____

THE CONDITIONS of this obligation are the following:

(a) If the Bidder withdraws its bid or varies any terms & conditions without the consent of the Employer in regard thereto during the period of bid validity specified by the Bidder. Or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 19 of ITB or defaults commitments under Integrity Pact Or

(c) If the successful bidder fails to enter into Contract Agreement when required. Or

(d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required performance security, in accordance with GCC/ SCC

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of above-named Condition/Conditions, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s ……..(Name of Contractor)

Notwithstanding anything contained herein above our liability under this Guarantee is limited to..... (Rupees ..... only) and our Guarantee shall remain in force until..... day of ....., 20 ..... unless a claim or demand under this Guarantee is made on us in writing, on or before ....., we shall be discharged of all liabilities under this Guarantee thereafter.

WITNESS

1. .....
(Signature)

.....
(Name)

.....
(Official Address)

2. .....
(Signature)

.....
(Name)

.....
(Official Address)

Signed for and on behalf of the Bank

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

(Designation with Bank Stamp)

Including staff Authority No. with complete Bank Address with Tel. Fax Nos
.....

Communication address of the Bank

Name of the contact person.

No.

Fax No.

Email:

S.B 1.0 Bank Guarantee for Bid Guarantee in original shall be submitted along with the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) along with a forwarding letter.

2.0 The following information should be invariable mentioned on the back side of the bank Guarantee:

Vendor's stamp with full details i.e. name of the Employer in whose favour this stamp paper has been purchased.

3.0 Beneficiary's (NHPC's) Bank Account detail:

Bank Account No.	11362151275
Beneficiary Name	NHPC Limited
Credit Bank	State Bank of India
IFSC	SBIN0005821
Branch Address	PO-Roing, Distt. - Lower Dibang Valley, Arunachal Pradesh-792110

Note:- The stamp papers of appropriate value shall be purchased in the name of Bank issuing guarantee

(Ref.: Clause No. 3 of ITB)

Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We ..... (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called "the Employer") for the sum of ..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

   a. fails or refuses to sign the Contract Agreement when required, or
   b. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

SECTION – V

SCHEDULE OF QUANTITIES AND PRICES

Schedule of Quantities and Prices

Name of Work: "Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW."

Tender Reference No. GEM/2026/B/7418192

Item No	Description of Item	Unit	Qty.	Unit Price (Inclusive of all taxes)	Total Amount (Inclusive of all Taxes)
1	2	3	4	5	6= 4x5
1	Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW." Total Manpower supplied is 08 nos. (01 Highly-skilled, 06 skilled and 01 Semi- Skilled) for a period of 12 months.	Lump- Sum	1.0	**The bidder shall quote price online on GeM portal*	
	*The bidder is not allowed to quote below the minimum floor price/fixed cost i.e. Rs. **Rs. 31,29,243**/- (refer table under 'c' below)				

Note:-

1) For **Item No. 1, Bidder** has to quote the price considering Overhead profits / Service Charges etc and including of all Fixed Costs (including all applicable taxes). Calculation of Fixed cost for Item no. 1 is shown under sr no (d). In case bidder's quoted price is found to be **lesser than the Fixed Cost,** his bid will be considered **not workable** and hence shall be treated as **non- responsive** and such bids will not be evaluated further. Details of Fixed Cost for Item No. 1 is as detailed below:

(a) Bidder's quoted price above 'Fixed Cost' shall be considered as **"Service Charge"**

i.e. **(Service Charge = Quoted Price – Fixed Cost)**

(b) Calculation for Fixed Costs is based on minimum wages notified vide notification Vide F.No.1/6(3)/2025-LS-II, GoI,Ministry of Labour & Employment Office of Chief Labour Commissioner(C) New Delhi Dated 25.09.2025, as notified by the Office of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India w.e.f. 01.10.2025 plus 3.85% Service Charge. Fixed cost per month is the minimum amount required for payment of minimum wages and all statutory obligations in respect of the manpower engaged.

c. Fixed Rate Calculations of Item No 1 is as detailed below:

Name of Work: Providing services of running & maintenance of Electrical Infra Division left bank of Dibang Multipurpose Project, 2880MW.						
Sl. No.	**Component**	**Loading (on Basic Wage+ VDA)**	**Wages**			**Remarks**
			Highly skilled (01 nos.)	**skilled (06 nos.)**	**Semi Skilled (01 nos.)**	
	Working days in Month		26	26	26	
	Vide F.No.1/6(3)/2025-LS-II, GoI,Ministry of Labour & Employment Office of Chief Labour Commissioner(C) New Delhi Dated 25.09.2025, w.e.f 01.10.2025		893	760	632	
	Wages per Month					
1	**Basic + VDA**	As per central government notification for 26 days.	**23218**	**19760**	**16432**	
2	EPF contribution	12% of (Basic plus VDA) restricted to Rs.15000	1800	1800	1800	
3	EDLI	0.5% of (Basic plus VDA) restricted to Rs.15000	75	75	75	
4	Admin Charges	0.5percent of (Basic plus VDA) restricted to Rs.15000	75	75	75	
5	EC (for nonESI area insurance premium	3.29% of 21000	691	691	691	
6	Total for Statutory Component(1 to 5) per month Excld.GST		**25859.0**	**22401**	**19073**	
7	Bonus	8.33% of (Basic + VDA) ristricted to wage ceiling ₹ 21000/- and calculated on ₹ 7000	1749.3	1646.01	1368.79	
8	Leave(12days)	@5% of (Basic + VDA) applicable for contracts having validity of 240 days or more	1160.9	988	821.6	
9	Gratuity	@4.82% of (Basic + VDA) applicable for contracts having validity of 240 days or more	1119.11	952.43	792.02	
10	National Holidays(3Days)	@ 0.96% of (Basic + VDA)	222.89	189.70	157.75	
11	Conveyance	@ 500 PM	500	500	500	
12	**Sub Total of (7-11)**		**4752**	**4276**	**3640**	
13	Sum total of 6 + 12 (i.e Financial benefit to Contract Labour)		**30611**	**26677**	**22713**	
14	Contractor's Profit & OHC	3.85 % on (Basic +VDA) restricted to present wages ceiling of Rs. 15000/- only	577.5	577.5	577.5	

15	**Total F.I including Contract profit(13+14)**		**31188.5**	**27254.5**	**23290.5**	**A**
	ADD GST @18% ON (A)		**5613.93**	**4905.81**	**4192.29**	
	Gross F.I. per person per month		**36802.43**	**32160.31**	**27482.79**	
	Gross F.I. per person per day		1415.48	1236.94	1057.03	

ABSTRACT OF COST

Sl. No.	Description of itmes	Unit		Rate	Quantity	Amount (Rs.)
1	**Highly skilled (01 nos.)**	Man-day		1415.48	312.00	441629.76
2	**Skilled (06 nos.)**	Man-day		1236.94	1872.00	2315551.68
3	**Semi-Skilled (01 nos.)**	Man-day		1057.03	312.00	329793.36
	(B) Total amount with GST					**3086974.80**
4	PMJJBY @436.00 per person	Man		436	8.00	3488.00
5	PMSBY @20.00 per person	Man		20	8.00	160.00
6	Leveries @3500.00 per Man	Man		3500	8.00	28000.00
	(C)Total amount					**31648.00**
7	Provision for out station charges from outside roing including sites (involving night stay) is Rs. 300/night	Man-day		20	300.00	6000.00
7	Provision for out station journey beyond 12 hrs (not involving night stay) is Rs. 150/journey.	Man-day		20	150.00	3000.00
(D) Total						9000.00
(E) Add GST 18% on D						1620.00
(F) Outstation charges with GST (D+E)						10620.00
Grand Total (B+C+F) minimum floor price						**3129243**

1) Bidder shall indicate bid prices in Indian Rupees only.

2) It is hereby confirmed that, except as otherwise stipulated in the Tender Specification and the statutory variations permitted as per the Contract, the above unit rates and other charges as mentioned in this Schedule, will remain firm till the subject work is completed. Further, it is confirmed that no other charges would be payable by NHPC, in connection with our execution of the Contract.

3)Reimbursement on following account shall be paid on separately/in addition to above mentioned grand total amount.

I. Price towards Uniform / liveries, limited to Rs 3500/ per head per annum inclusive of GST shall be reimbursed/ paid on production of documentary evidence as per Sr. No 17 (h) of SCC.
II. Reimbursement towards PMJJBY @ 436/- per annum per worker (or as applicable time to time and PMSBY @ 20/- per annum per worker (or as applicable time to time)] to be made on submission of supporting documents by the contracting Agencies. Taking PMJJBY & PMSBY in respect of all deployed contract works may be made mandatory and to be insisted by concerned EICs to be Kept in limit of PO as per Sr. No 17 (e) of SCC.

4) The scope of services also includes the provision for outstation duty & outstation journey charges which are payable as below:

- The Provision for outstation duty for outside Roing and sites @ Rs. 300.00 per person per night (i.e 20 Day.X Rs.300.00) amounting to maximum limit of Rs. 6000.00 excluding GST @18% for the contract period.

- The provision for outside journey beyond 12 hours (not involving night stay) is Rs 150/ per Journey (i.e. 20 Days x Rs 150.00) amounting to maximum limit of Rs 3000.00 excluding GST @ 18% for the contract period.

The outstation duty & outstation journey charges shall be paid extra as per actual on submission of documentary evidences and restricted to maximum limit above and shall be reimbursed by the Employers above the Contract amount. Outstation duty mean deputation at Dibrugarh, Pasighat, nearby associated Substation of State/Power Grid (PGCIL) etc. Duty assigned at any sites pertain to Dibang Multi-Purpose Project like Chimri, New Apali, Dam Site/Power house site, field hostels etc shall not be treated as outstation duty.