



TENDER DOCUMENT FOR HIRING OF SERVICES

(Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site.)

Tender Specification No. : NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023

GeM Bid No. : GEM/2023/B/3876287

एन एच पी सी लिमिटेड
भारत सरकार का उद्घम
NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



तीस्ता-V पावर स्टेशन
Teesta-V Power Station, Balutar

कस्टम बोली दस्तावेज़
CUSTOM BID DOCUMENT

| | | |
|-------------------------|---|---|
| कार्य का नाम | : | Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site. |
| Name of Work | : | Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site. |
| अनुमानित लागत | : | Rs. 5,54,010/- |
| Estimated Cost | : | Rs. 5,54,010/- |
| धरोहर राशि | : | Rs. 11,000/- |
| Earnest Money | : | Rs. 11,000/- |
| कार्य पूरा करने की अवधि | : | 02 (दो) साल |
| Completion Time | : | 02 (Two) Years |

(This document is meant for exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

ठेकेदार के हस्ताक्षर
Signature of Contractor

टिप्पणी: इस कस्टम बोली दस्तावेज़ में कानूनी विवचेना के प्रयोजन से अंग्रेजी रूपांतरण विधिमान्य होगा।
Note: For legal interpretation English version shall hold good in this custom bid document.

अनुभाग- 0
SECTION – 0

निविदा आमंत्रण सूचना (एन आइ टी)
NOTICE INVITING TENDER (NIT)



एनएचपीसी लिमिटेड
NHPC LIMITED
 (भारत सरकार का उद्यम)
 (A Govt. of India Enterprise)
 तीस्ता V पावर स्टेशन
Teesta V Power Station
 सिंगतम, पूर्वी सिक्किम - 737134
 Singtam, East Sikkim- 737134



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 आई.एम.एस. प्रमाणित पावर स्टेशन
 IMS certified Power Station
 दूरभाष/Ph: 03592-247349
 फैक्स/Fax: 03592-247227/349
 Email: teestav-contract@nhpc.nic.in

एनएच/टीएसवी/संविदा/एमसी-134/एनआईटी-863/2023-24/751

दिनांक: 26/08/2023

खंड-0: ई-निविदा आमंत्रित करने की सूचना (एनआईटी)

(घरेलू खुली प्रतिस्पर्धी बोली)

एनएचपीसी लिमिटेड (भारत सरकार का एक सार्वजनिक क्षेत्र का उद्यम) की ओर से भारत में पंजीकृत घरेलू बोलीदाताओं से दो कवर सिस्टम के तहत ऑनलाइन इलेक्ट्रॉनिक बोलियां (ई-निविदाएं) आमंत्रित की जाती हैं।

कार्य का वर्णन: "Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site"

निविदा विशिष्टता संख्या: NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023

निविदा दस्तावेज एनएचपीसी लिमिटेड की वेबसाइट www.nhpcindia.com और जीईएम पोर्टल <https://gem.gov.in> पर देखे और डाउनलोड किए जा सकते हैं।

बोली जमा करने की अंतिम तिथि और समय तक केवल <https://gem.gov.in> पर ऑनलाइन जमा की जानी है। निविदा दस्तावेज की हार्ड कॉपी की बिक्री लागू नहीं है।

1.0 संक्षिप्त विवरण और निविदा की महत्वपूर्ण तिथियां:

1.1 निविदा का संक्षिप्त विवरण:

| Sr. No. | Items | Description |
|---------|---------------------------|--|
| i. | कार्य का नाम | Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site. |
| ii. | निविदा विशिष्टता संख्या | NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023 |
| iii. | टेंडरिंग का तरीका | Custom Bid Service via GeM Portal |
| iv. | GeM बोली सं. | GEM/2023/B/3876287 |
| v. | बोली दस्तावेज की लागत | GeM के लिए लागू नहीं |
| vi. | कार्य की अनुमानित लागत | Rs. 5,54,010/- |
| vii. | ईएमडी (बोली सुरक्षा): | Rs. 11,000/- क्रॉस डिमांड ड्राफ्ट के रूप में "एनएचपीसी लिमिटेड" पक्ष में सिंगतम, पूर्वी सिक्किम में देय या Rs. 50,000/- से अधिक की ईएमडी के लिए, आईटीबी के अनुबंध-1 के रूप में संलग्न प्रारूप के अनुसार भारतीय राष्ट्रीयकृत बैंक या भारत में किसी भी अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में। बैंक गारंटी की वैधता बोली अवधि के बाद तीन महीने तक वैध होगी। (आईटीबी का खंड 4.0 देखें)। |
| viii. | समापन अवधि / अनुसूची | 02 (दो) साल |
| ix. | बोली की आवश्यक वैधता | बोली की वैधता GeM पोर्टल के अनुसार होगी। |
| x. | स्वतंत्र बाहरी मॉनिटर | लागू नहीं |
| xi. | निविदा आमंत्रण प्राधिकारी | उप महाप्रबन्धक (सिविल), संविदा विभाग, तीस्ता- V पावर स्टेशन, बालुटार, सिंगतम, पूर्व सिक्किम -737134 |

ई-मेल : teestav-contract@nhpc.nic.in

1.2 निविदा की महत्वपूर्ण तिथियां: जीईएम बोली संख्या के अनुसार GEM/2023/B/3876287

हालांकि, आईटीबी क्लॉज संख्या 5.2 के अनुसार ऑफ़लाइन बोली जमा करने के लिए, बोलीदाताओं को हार्डकॉपी की सुपुर्दगी, बोली की समाप्ति तिथि/बोली खुलने की तिथि (16:30 बजे) के 03 दिनों के अंदर निविदा आमंत्रित करने वाला प्राधिकारी को सुनिश्चित करनी होगी, जिसके असफल होने पर बोली अस्वीकृति के लिए उत्तरदायी होगा।

2.0 बोलीदाताओं के लिए पात्रता मानदंड

2.1 उन बोलीदाताओं की बोलियां जिन्होंने बोली दस्तावेज़ सक्षि और ईएमडी की अपेक्षित लागत निर्देश (आईटीबी) क्लॉज 3.0 और 4.0 के अनुसार जमा नहीं की है, उन बोलीदाताओं को मूल्यांकन के लिए विचार नहीं किया जाएगा, सिवाय उन मामले के जिनको आईटीबी के खंड संख्या 3.2 और खंड संख्या 4.1 के अनुसार छूट है।

2.2 बोलीदाताओं को निम्नलिखित न्यूनतम योग्यता मानदंडों को पूरा करना होगा:-

2.2.1 योग्यता मानदंड:

(i) बोलीदाता के पास नवीनतम आयकर चालान/रिटर्न/आयकर छूट प्रमाणपत्र, पैन संख्या, जीएसटी पंजीकरण संख्या, ईपीएफ पंजीकरण संख्या, और ईएसआईसी पंजीकरण संख्या (यदि लागू हो), मेडिकलेम पॉलिसी अंडरटेकिंग (यदि ईएसआई उपलब्ध नहीं है) होना चाहिए।

(ii) पिछले वित्तीय वर्ष के 31 मार्च को समाप्त होने वाले पिछले तीन (3) वित्तीय वर्षों के दौरान औसत वार्षिक वित्तीय कारोबार जो कि वार्षिक अनुमानित लागत का कम से कम 30% होना चाहिए। यानी कम से कम ₹ 2 लाख।

(iii) पूर्व में सफलतापूर्वक पूरा करने का अनुभव, पिछले महीने के अंतिम दिन को समाप्त होने वाले पिछले 07 (सात) वर्षों के दौरान यहां निर्दिष्ट अपेक्षित मूल्य के समान प्रकृति के एएमसी जिसमें आवेदन आमंत्रित किए गए हैं, निम्नलिखित में से कोई एक होना चाहिए:

i तीन (03) "समान प्रकृति कार्य*", प्रत्येक की लागत अनुमानित लागत के 40% के बराबर राशि से कम नहीं होनी चाहिए।

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ii दो (02) "समान प्रकृति कार्य*", प्रत्येक की लागत अनुमानित लागत के 50% के बराबर राशि से कम नहीं होनी चाहिए।

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iii एक (01) "समान पूर्ण कार्य*", प्रत्येक की लागत अनुमानित लागत के 80% के बराबर राशि से कम नहीं होनी चाहिए।

(इस संबंध में बोलीदाताओं द्वारा संबंधित दस्तावेजों जैसे 'लेटर ऑफ अवार्ड' और 'कंप्लीशन सर्टिफिकेट' की सेल्फ अटेस्टेड कॉपी जमा की जानी चाहिए। *Self attested copies of relevant documents such as 'Letter of Award' and 'Completion certificate' should be submitted by the bidders in this regard.*)

* कार्य की समान प्रकृति को इस प्रकार परिभाषित किया गया है **"Servicing/Repairing /maintenance/overhauling of Electrostatic Liquid Cleaning machine (ELC-50C) and Low Vacuum Dehydration & Degasification (LVDH-50) machine"**.

2.2.2 सजपत्र अधिसूचना के अनुसार परिभाषा के अंतर्गत आने वाले सभी स्टार्ट अप (चाहे एमएसई हों या अन्यथा), जी.एस.आर. 501 (ई) तारीख 23.05.2017 या समय-समय पर यथा संशोधित पूर्व अनुभव पूर्व टर्नओवर के संबंध में योग्यता मानदंडों को पूरा करने से छूट दी गई है, बशर्ते कि वे गुणवत्ता और तकनीकी विनिर्देश को पूरा करते हों। हालांकि, नियोजक सार्वजनिक सुरक्षा, स्वास्थ्य, महत्वपूर्ण सुरक्षा संचालन और उपकरणों आदि से संबंधित वस्तुओं की खरीद जैसी परिस्थितियों के मामले में स्टार्ट-अप (चाहे एमएसई या अन्यथा) को ऐसी छूट से इनकार करने का अधिकार सुरक्षित रखा है। इस संबंध में बोलीदाता द्वारा अनुबंध VIII के अनुसार घोषणा करनी होगी। (नोट: उद्योग आधार ज्ञापन 31.03.2022 तक वैध होगा, उसके बाद उद्यम पंजीकरण ही एकमात्र वैध एमएसएमई पंजीकरण दस्तावेज होगा।)

2.2.3 सभी सूक्ष्म और लघु उद्यमों (एमएसई) को गुणवत्ता और तकनीकी विशेषताओं की बैठक के अधीन सार्वजनिक खरीद में पूर्व अनुभव पूर्व कारोबार के संबंध में योग्यता मानदंडों को पूरा करने से छूट दी गई है, जिसके लिए बोलीदाताओं द्वारा आवश्यक दस्तावेज जमा करने होंगे। (नोट: उद्योग आधार ज्ञापन 31.03.2022 तक वैध होगा, उसके बाद उद्यम पंजीकरण ही एकमात्र वैध एमएसएमई पंजीकरण दस्तावेज होगा।)

- 2.2.4 उपरोक्त पात्रता/योग्यता के लिए अवधि पर विचार करने के लिए संदर्भ तिथि उस महीने के अंतिम दिन होगी जिसमें निविदाएं आमंत्रित की जाती हैं।
- 2.2.5 प्रत्येक बोलीदाता को अपनी बोली के साथ पैन, गूड्स और सर्विसेस कर पहचान संख्या (जीएसटीआईएन), ईपीएफ पंजीकरण संख्या और ईएसआईसी पंजीकरण संख्या भी प्रस्तुत करनी होगी।
- 2.3 बोलीदाता को व्यापार सौदों पर प्रतिबंध लगाने (अनुलग्नक-ए) से सत्यनिष्ठा संधि [यदि लागू हो], आईटीबी क्लॉज 9.0. पर दिशानिर्देशों के पैरा 6 में उल्लिखित आधारों पर प्रतिबंधित/डी-लिस्ट/ब्लैक लिस्टेड/व्यापार से वंचित या अपात्र घोषित न हो। इस संबंध में बोलीदाता के द्वारा स्व-घोषणा संलग्न अनुलग्नक-III के अनुसार प्रस्तुत करनी है।
- 2.4 निविदा प्रक्रिया में पारदर्शिता और निष्पक्षता में सुधार करने के लिए और/या किए गए कार्य के निष्पादन के दौरान, निम्नलिखित आईटीबी के खंड संख्या 9.0 के अनुसार सत्यनिष्ठा संधि को लागू कर रहा है। बोलीदाता को आईटीबी के खंड 9.0 के अनुसार विधिवत हस्ताक्षरित [यदि लागू हो] प्रोफार्मा (अनुलग्नक II) के अनुसार सत्यनिष्ठा समझौता प्रस्तुत करना होगा।
- बोली जमा करने के समय एनएचपीसी लिमिटेड के साथ सादे कामज पर प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैकट [यदि लागू हो] निष्पादित किया जाना है। सफल बोलीदाता (उत्तेजक) अनुबंध समझौते पर हस्ताक्षर करने से पहले उचित मूल्य के गैर न्यायिक स्टाम्प पेपर पर विधिवत निष्पादित सत्यनिष्ठा समझौता प्रस्तुत करेगा।
- सत्यनिष्ठा संधि के तहत अनुपालन की निगरानी के लिए, श्री. सुतनु बेहरिया, आईएएस (सेवानिवृत्त) और श्री। सकेश कुमार अग्रवाल, सीईएस (सेवानिवृत्त) को मालिक द्वारा एक स्वतंत्र बाहरी मॉनिटर (आईईएम) के रूप में नियुक्त किया गया है।
- आईईएम के संपर्क पते इस प्रकार हैं::

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| Sh. Vivek Kumar Johri, IPS (Retd.), 106, Malviya Nagar Bhopal, Madhya Pradesh-462003 E-mail: iem.nhpc@gmail.com | Dr. Vinod Aggrawal, IAS (Retd.) B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: iem.nhpc@gmail.com |
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- 2.5 वह बोलीदाता, जिसके विरुद्ध दिवाला एवं शोधन अधमता संहिता 2016 के अंतर्गत दिवाला की कार्यवाही प्रारंभ हो गई हो अथवा समय-समय पर संशोधित हो, बोली लगाने के लिए पात्र नहीं होगा। इस संबंध में स्व-घोषणा संलग्न प्रोफार्मा (अनुभाग- I के अनुलग्नक-X) के अनुसार प्रस्तुत करनी है।
- 2.6 केवल उन्हीं बोलीदाताओं की बोलियों पर विचार किया जाएगा जो ऊपर निर्दिष्ट पात्रता मानदंड को पूरा करते हैं, वैसे बोलीदाता को अनुबंध के लिए मूल्यांकन और कार्य को अबाध करने के लिए विचार किया जाएगा। बोलीदाता अपनी साख और पात्रता मानदंड को पूरा करने के दावे को साबित करने के लिए अपनी बोली के साथ आवश्यक सहायक दस्तावेज और प्रशंसापत्र प्रस्तुत करेंगे।
- 3.0 एनएचपीसी किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है और ऐसी अस्वीकृति के लिए कोई कारण बताने के लिए बाध्य नहीं होगा।
- 4.0 'नोटिस आमंत्रण निविदा' के अंग्रेजी और हिंदी संस्करण के शब्दों में कोई अंतर होने की स्थिति में, अंग्रेजी संस्करण मान्य होगा।
- 5.0 सभी ऑफलाइन दस्तावेज डीजीएम (वि.), कॉन्ट्रैक्ट डिवीजन, तीस्ता-वी पावर स्टेशन, एनएचपीसी लिमिटेड, बालुतर, पीओ-सिंगतम, पूर्वी सिक्किम, पिन: 737134 के कार्यालय में **बोली समाप्ति तिथि / बोली खुलने की तिथि के 03 दिनों के अंदर 16:30 बजे तक** पहुंच जाना चाहिए। बलूतार क्षेत्र में कोई विश्वसनीय कूरियर सेवा उपलब्ध नहीं है। बोलीदाताओं को सलाह दी जाती है कि वे किसी भी डाक विलंब से बचने के लिए अपनी ऑफलाइन बोलियां स्पीड पोस्ट/पंजीकृत डाक के माध्यम से बहुत पहले ही भेज दें। गैर-प्राप्ति/देर से प्राप्ति या निविदा के पारगमन में हानि के संबंध में किसी भी उत्खनन पर विचार नहीं किया जाएगा और निविदा दस्तावेज में निहित विभिन्न प्रावधानों से निपटा जाएगा।

(एनएचपीसी लिमिटेड की ओर से और इसके लिए)

उप. महाप्रबंधक (वि.)

संविदा विभाग

तीस्ता पंचम पावर स्टेशन

ई-मेल: teestav-contract@nhpc.nic.in


एनएचपीसी लिमिटेड
NHPC LIMITED

(भारत सरकार का उद्यम)
(A Govt. of India Enterprise)

तीस्ता V पावर स्टेशन

Teesta V Power Station

सिंगतम, पूर्वी सिक्किम - 737134

Singtam, East Sikkim- 737134

आई एम एस प्रमाणित पावर स्टेशन
IMS certified Power Station

दूरभाष / Ph: 03592-247349

फैक्स / Fax: 03592-247227 / 349

Email: teestav-contract@nhpc.nic.in

NH/TSV/Cont/MC-134/NIT-863/2023-24/751
Dated : 26/08/2023

SECTION-0: NOTICE INVITING E-TENDER (NIT)

(Domestic Open Competitive Bidding)

Online electronic bids (e-tenders) under two cover system are invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India.

Description of work: "Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site."

Tender Specification No.: NH/TSV/Cont/MC-134/NIT-AAA/2023-24/BBB Dated: 26/08/2023

Tender document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com and and GeM portal at <https://gem.gov.in>.

The bid is to be submitted online only on <https://gem.gov.in> up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

1.0 Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender:

| Sr. No. | Items | Description |
|---------|------------------------------|---|
| i. | Name of Work | Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site. |
| ii. | Tender Specification No. | NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023 |
| iii. | Mode of tendering | Custom Bid Service via GeM Portal |
| iv. | GeM Bid No. | GEM/2023/B/3876287 |
| v. | Cost of Bidding Document | Not Applicable for GeM |
| vi. | Estimated cost of work | Rs. 5,54,010/- |
| vii. | EMD (Bid Security): | Rs. 11,000/- in the form of Crossed Demand Draft in favour of "NHPC Limited" payable at Singtam, East Sikkim OR in the form of Bank Guarantee issued by an Indian Nationalised Bank or any Scheduled Bank in India for EMD excess of Rs. 50,000/-. Bank guarantee shall be valid up to three months beyond the Bid validity period as per format appended as Annexure-I of ITB. (refer clause 4.0 of ITB). |
| viii. | Completion Period / Schedule | 02 (Two) Years |
| ix. | Required validity of Bid | Bid validity will be as per GeM Portal |
| x. | Independent External Monitor | Not Applicable |
| xi. | Tender Inviting Authority | DGM (Civil), Contract Division, Teesta -V Power Station, NHPC Ltd., Balutar, PO-Singtam, East Sikkim, Pin: 737 134 Email: teestav-contract@nhpc.nic.in |

1.2 Critical Dates of Tender: As per GeM Bid No. GEM/2023/B/3876287

However, for offline bid submission as per ITB Cl. No. 5.2, bidders has to ensure delivery of hardcopy to the Tender Inviting Authority within 03 days of Bid End date / Bid Opening date (at 16:30 Hrs) failing which bid shall be liable for rejection.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) ~~Clause 3.0 & 4.0~~) shall not be considered for evaluation, except in case of exemption as per ~~Clause No. 3.2~~ & Clause No. 4.1 of ITB.

2.2 The bidders must fulfil the following minimum Qualifying Criteria:-

2.2.1 Qualification Criteria:

(i) The bidder should have latest Income Tax challan/ return/ Income Tax exemption certificate, PAN No., GST Registration No., EPF Registration No., and ESIC Registration No. (If Applicable), Mediclaim Policy Undertaking (in case ESI is not available).

(ii) Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year should be at least 30% of the **Estimated Cost* i.e. at least Rs. 2 Lakh.**

(iii) Experience of having successfully completed in past, AMC of similar nature of works of requisite value specified hereunder during preceding **07 (seven) years** ending last day of the month of previous to the one in which applications are invited should be either of following:

i. Three (03) "similar completed works*", each costing not less than the amount equal to 40% of the estimated cost.

OR

ii. Two (02) "similar completed works*", each costing not less than the amount equal to 50% of the estimated cost.

OR

iii. One (01) "similar completed works*", each costing not less than the amount equal to 80% of the estimated cost.

Self attested copies of relevant documents such as 'Letter of Award' and 'Completion certificate' should be submitted by the bidders in this regard.

***Definition of similar work means "Servicing/Repairing /maintenance/overhauling of Electrostatic Liquid Cleaning machine (ELC-50C) and Low Vacuum Dehydration & Degasification (LVDH-50) machine".**

In case of experience of private organization, TDS certificate of the organization is required

2.2.2 ~~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 subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Start-ups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure VIII. (Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.)~~

2.2.3 ~~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: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.)~~

2.2.4 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

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

2.3 The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause 9.0. **Self-declaration in this regard is to be submitted as**

per enclosed Annexure-III.

- 2.4 To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (**Annexure-II**) duly signed [if applicable] as per Clause 9.0 of ITB.

~~Pre-contract Integrity Pact [if applicable] is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.~~

~~To oversee the compliance under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as an Independent External Monitor (IEM) by the owner.~~

~~The Contact Address of IEM is as under:-~~

| | |
|---|--|
| Sh. Vivek Kumar Johri, IPS (Retd.), 106, Malviya Nagar Bhopal, Madhya Pradesh-462003 E-mail : iem.nhpc@gmail.com | Dr. Vinod Aggrawal, IAS (Retd.) B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi-110017 E-mail : iem.nhpc@gmail.com |
|---|--|

- 2.5 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 (Annexure-X of Section-I).
- 2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit **self attested** requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
- 3.0 NHPC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.
- 4.0 In case of any difference between wordings of English and Hindi version of 'Notice Inviting Tender', English version shall prevail.
- 5.0 All offline documents shall reach in the office of DGM (Elect.), Contract Division, Teesta -V Power Station, NHPC Ltd., Balutar, PO- Singtam, East Sikkim, Pin: 737134 **within 03 days of Bid End date / Bid Opening date at 16:30 Hrs.** No reliable courier service is available in the Balutar area. Bidders are advised to send their offline bids well in advance to avoid any postal delay. Any query regarding non-receipt/late receipt or loss in transit of tender shall not be entertained & shall be dealt with various provisions contained in tender document.

For and on behalf of NHPC Ltd.

**DGM (Elect.),
 Contract Division,
 Teesta-V Power Station
 Email: teestav-contract@nhpc.nic.in**

Distribution:-**Internal:-**

- i) Dy. General Manager (E), PH Division, Teesta-V PS, for kind information please.
- ii) Sr. Manager (Tech-I), HOP Sectt, Teesta-V PS, for kind information please.
- iii) Sr. Manager (Vigilance), Teesta-V PS

External: - Copy to following offices/ notice board for wide publicity of NIT -

- i) Executive Director, Region-Siliguri, Siliguri, WB,.
- ii) Group General Manager, Teesta Low Dam – IV Project, Kalijhora, WB.
- iii) Group General Manager, Rangit PS, Rangit Nagar, S. Sikkim.
- iv) Group General Manager, Teesta-IV Project, Balutar, East Sikkim-737131,
- v) Group General Manager, TLDP-III PS, Rambh.
- vi) The Executive Engineer, Road & Bridge, Gangtok.
- vii) The District Collector, (East) Govt. of Sikkim, Gangtok.
- viii) The District Collector, (North) Mangan, North Sikkim.
- ix) The S.E., Road & Bridge, Gangtok, East Sikkim, Sikkim..
- x) The Assistant Engineer, Road & Bridge, Singtam, East Sikkim.
- xi) Notice Board Balutar/Dikchu/Samdong Colony

SECTION-I

INSTRUCTIONS TO BIDDERS

(ITB)

SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

1.1 NHPC Limited, a leading Public Sector Enterprise of the Government of India, hereinafter referred to as the "Employer" will receive bid for **"Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site"** as set-forth in the specifications. The bid will be received, opened and evaluated online in electronic form through GeM portal i.e. <https://gem.gov.in> Bid shall be prepared and submitted in accordance with instructions contained in this Section.

1.2 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation and contract award.

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically on the GeM Portal.

1.3.1 REGISTRATION:

- (i) The Bidder is requested to visit at GeM Portal (URL: <https://gem.gov.in>). Bidders are required to enroll on the e-Procurement module of the GeM Portal (URL: <https://gem.gov.in>).
- (ii) ~~As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.~~
- (iii) During enrolment/ registration, the Bidder should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id/ GeM instant Bid.

1.3.2 SEARCHING FOR TENDER DOCUMENTS

- (i) ~~There are various search options built in the GeM Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender GeM ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the GeM Portal.~~
- (ii) The Bidder should make a note of the unique Gem Bid No. assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

1.3.3 PREPARATION OF BIDS:

- (i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents—including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area as per tender requirements while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.4 SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the ~~Cost of bidding document~~/ EMD as per the instructions specified in the tender document. The original ~~Cost of bidding document~~ / EMD should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT / tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded / saved tender in "Bids" folder, the Bidder should read the terms & conditions (of GeM portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders should select the payment option as 'offline' to pay the ~~Cost of bidding document~~ / EMD and enter details of the DD/BC/BG. **(The bidder should submit the EMD of requisite amount through offline mode (through DD/BC/BG) to the address (s) specified in clause no. 5.0 of NIT (Section-0) or Notarized copy of valid certificate towards exemption of Bid Security / EMD as per clause no. 4.0 of ITB,**
- (v) Utmost care shall be taken for uploading "Schedule of Quantities & Prices" and any change/ modification of the price schedule shall render it unfit for bidding.

~~Bidder shall download the Schedule of Quantities & Prices i.e. BOQ J000(.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in light blue background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the filename. No other cell should be changed.~~

~~Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 9.0 of ITB including forfeiture of EMD.~~

The Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in Price Bid cover shall result in rejection of the tender.

- (vi) Bidder should submit their bids through online e-tendering system on **GeM Portal** well before the bid submission end date & time (as per Server System Clock). ~~The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.~~
- (vii) ~~After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.~~
- (viii) ~~Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e tender system.~~
- (ix) ~~All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.~~

1.3.5 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) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24 X 7 GeM Portal Helpdesk.

Toll Free Number 1800-419-3436.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) ~~Clause 3.0 & 4.0~~) shall not be considered for evaluation, except in case of exemption as per ~~Clause No. 3.2 & Clause No. 4.1~~ of ITB.

2.2 The bidders must fulfil the following minimum Qualifying Criteria:-

2.2.1 Qualification Criteria:

- (i) The bidder should have latest Income Tax challan/ return/ Income Tax exemption certificate, PAN No., GST Registration No., EPF Registration No., and ~~ESIC Registration No. (If Applicable), Mediclaim Policy Undertaking (in case ESI is not available).~~
- (ii) Average annual financial turnover during the last three (03) financial years ending 31st March of previous financial year should be at least 30% of the Estimated Cost* **i.e. at least Rs. 2 Lakh.**
- (iii) Experience of having successfully completed in past, AMC of similar nature of works of requisite value specified hereunder during preceding **07 (seven) years** ending last day of the month of previous to the one in which applications are invited should be either of following:
 - i. Three (03) "similar completed works*", each costing not less than the amount equal to 40% of the estimated cost.
 - OR
 - ii Two (02) "similar completed works*", each costing not less than the amount equal to 50% of the estimated cost.
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 - iii One (01) "similar completed works*", each costing not less than the amount equal to 80% of the estimated cost.

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***Definition of similar work means "Servicing/Repairing /maintenance/overhauling of Electrostatic Liquid Cleaning machine (ELC-50C) and Low Vacuum Dehydration & Degasification (LVDH-50) machine".**

In case of experience of private organization, TDS certificate of the organization is required

~~2.2.2 All Startups (whether MSEs or otherwise), falling within the definition as per Gazette notification G.S.R. 5011 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 subject to their meeting the quality and technical specification. However, the Employer reserves the right to deny such exemptions to Startups (whether MSEs or otherwise) in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc. Declaration in this regard is to be submitted by the Bidder as per Annexure VIII. (Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document)~~

~~2.2.3 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: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document)~~

2.2.4 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

- 2.2.5 Each bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), EPF Registration No. and ESIC Registration No.
- 2.3 The Bidder should not have been banned / de-listed / black listed / debarred from business or declared ineligible on the grounds mentioned in para 6 of Guidelines on Banning of Business Dealings (Annexure-A) to Integrity Pact [if applicable], ITB Clause 9.0. Self-declaration in this regard is to be submitted as per enclosed Annexure-III.
- 2.4 ~~To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is implementing Integrity Pact as per Clause No. 9.0 of the ITB. The bidder must submit the Integrity Pact as per Proforma (Annexure-II) duly signed [if applicable] as per Clause 9.0 of ITB.~~
- ~~Pre-contract Integrity Pact [if applicable] is to be executed on plain paper with NHPC Ltd. At the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.~~
- ~~To oversee the compliance under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as an Independent External Monitor (IEM) by the owner. The Contact Address of IEM is as under:-~~

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|---|---|
| Sh. Sutanu Behuria, IAS (Retd.), 602-A, Beverly Park-1, MG Road, DLF Phase-2, Gurugram, Haryana-122009 E-mail : iem.nhpc@gmail.com | Sh. Rakesh Kumar Agrawal, CES (Retd.), A-15, Ground Floor, South Extension Part II, New Delhi-110049 E-mail : iem.nhpc@gmail.com |
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- 2.5 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 (Annexure-X of Section-I).
- 2.6 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit **self attested** requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
- 3.0 **Cost of bidding document: Not Applicable on GeM Portal**
- 3.1 ~~Complete bid document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The bidder will be required to submit a non-refundable fee of Rs. 590/- (Rupees Five Hundred and Ninety Only) in the form of Crossed Demand Draft in favour of "NHPC Limited" payable at 'SINGTAM, EAST SIKKIM' towards the cost of bidding document. The bidder shall fill the Cost of bidding document details online and submit DD to Tender Inviting Authority i.e. "[Dy. Gen. Manager (Civil), Contract division, Teesta-V Power Station, NHPC Ltd., Balutar, PO-Singtam, East Sikkim, Pin: 737134]" on or before the date as specified in NIT.~~
- 3.2 ~~Micro and Small enterprises (MSEs) registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/ body in their favours, for the goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~
- Note:** ~~Only those Micro & Small Enterprises (MSEs) will be given benefit, which has valid certificate for the services covered under this tender.~~
- 3.3 ~~The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.~~
- 4.0 **Bid Security / Earnest Money Deposit (EMD)**
- 4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of **Rs. 11,000/- (Rupees Eleven Thousand Only)** as given in NIT appended hereto. Bid security / EMD may be deposited either in the form of a Crossed Bank Draft in favour of **NHPC Limited, payable at**

Singtam, East Sikkim or in the form of a Bank Guarantee issued by an Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma, annexed as "Annexure-I" hereto, valid for a period not less than 90 days beyond the validity period of the tender. Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Bid Security / EMD.

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

They should furnish with the Bid a **Notarized copy** of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the goods/ services covered under this Tender document.

Start Ups as recognized by the Department of Industrial Policy & Promotion (DIPP) are 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.

No other bidders other than MSEs and Startups are exempted from furnishing Bid Security/ EMD as mentioned above.

NOTE: Only those Micro & Small Enterprises (MSEs)/ Startups will be given benefit, which has valid certificate for the services covered under this tender.

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.**

Account No. : **00000010779994207.**

IFSC Code: **SBIN0007515.**

Address of the Bank: **Singtam, East Sikkim, Sikkim, PIN-737134**

- 4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Employer, be debarred from bidding for a period as may be considered fit by the Employer, against any Bid that might be invited by the Employer in future. The Employer will also be within its rights to circulate the information, at its discretion to other prospective Employers about the bidder having withdrawn his offer within the validity period (The bid validity shall be as per GeM Portal).

- 4.3 Bids received unaccompanied by either an acceptable Bid Security / EMD or a notarized photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive.

- 4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Conditions of Contract. Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD 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. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-VI) through ECS mode.

- 4.5 **The necessary action as deemed fit shall be taken by the buyer in case of following:**

- 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
- If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0); or
- If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 11.7; or
- If the successful bidder having been notified of the acceptance of its Bid by the Employer during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or
- 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 Conditions of Contract.

4.6 Any liability of GST arising out of forfeiture of EMD shall be borne by the Contractor.

5.0 The bidder shall prepare the bid and submit the bid online on “**Electronic Tendering System**” in following manner:

5.1 **ONLINE SUBMISSION:**

5.1.1 **Cover-1: Techno-commercial bid:**

Online bids should be submitted containing scanned copy of following document in Cover-1:

- i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.
- ii) ~~Demand Draft/ Banker's Cheque/ Notarized copy of valid relevant MSEs Certificate towards Cost of bidding document.~~
- iii) Demand Draft/ Banker's Cheque/~~Bank Guarantee~~/Notarized copy of valid relevant MSE's Certificate / Notarized copy of the valid Certificate of Recognition issued by DIPP towards Bid Security/EMD.
- iv) ~~Pre-Contract Integrity Pact [if applicable].~~
- v) ECS Form.
- vi) Declaration regarding Insolvency and Bankruptcy code 2016, (Annexure- X of Section -I) as per clause no. 2.5 of ITB.
- vii) Copy of PAN.
- viii) Details of Past Experience.
- ix) Bid Proforma.
- x) Scanned copy of Power of Attorney along with authority of executants.
- xi) Scanned copy of EPF Registration No., GSTIN No. & ~~ESIC Registration No.~~
- xii) Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with notarized copy of certificate.
- xiii) Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with notarized copy of certificate.
- xiv) Properly filled in Undertaking for Make in India as per Attachment-I.

5.1.2 **Cover-2: FINANCIAL BID (PRICE-BID)**

The Financial Bid (Price Bid) shall be submitted in GeM portal only. Submission of the Financial Bid (Price 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.

5.2 **OFFLINE SUBMISSIONS:**

Hard copy / Supporting documents

Hard copy of following supporting documents forming part of Techno-Commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to “**DGM (Elect.), Contract Division, Teesta-V Power Station, NHPC Ltd., Balutar, PO-Singtam, East Sikkim, Pin: 737 134**” on or before the due date & time of submission as per NIT.

The scanned copy (ies) of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 5.1.

- i) ~~DD/ Banker's Cheque/ Notarized copy of valid relevant MSE's Certificate towards Cost of bidding document.~~
- ii) DD/Banker's Cheque/~~Bank Guarantee~~/Notarized copy of valid relevant MSE's Certificate towards Bid Security / Notarized copy of the valid Certificate of Recognition issued by DIPP towards Bid Security/EMD.
- iii) Power of Attorney along with authority of executants.

Hard copy of online documents, if desired by the Employer, shall be submitted by the bidder in due course of time.

These envelope(s) shall not contain anything else. This part of bid should not contain any “**Price information**”.

If any discrepancy is found between the Hard Copies of the offline documents viz. ~~DD towards Cost of bid document & DD / BG towards Bid Security, Power of Attorney and scanned copy of~~

same uploaded online then the online bid shall be liable for rejection.

- 5.3 The online bid (Techno-commercial Bid and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Employer at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Employer, the same will be received upto the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.
- 5.4 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.
- 5.5 The work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the "Conditions of Contract" and other conditions specified in various sections of this Bid document. Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids silent regarding any of the terms or specifications shall be presumed to be confirming to the specifications and terms & conditions as stipulated in this Bid document.
- 5.6 Bidders shall give a breakdown of the prices in the manner and detail called for in the Schedule of Quantities & Prices. The bidder shall quote their prices on "Firm" basis in all respects. The bidder shall ascertain the rate of all applicable taxes & duties and shall fill up price bid accordingly.
- 5.7 It is imperative for each bidder to satisfy himself completely of all local conditions, and the nature of the site. A Bidder shall be deemed to have full knowledge of the site [*whether he inspects or not*].
- 5.8 The Bidder should possess a valid PF or appropriate mediclaim policy / ESIC registration number and Goods & Services Tax Identification Number (GSTIN) duly allotted by the concerned Authorities and shall furnish proof towards the same along with the bid. ~~However, in case of mediclaim policy, the bidder shall submit the under taking regarding the same along with the technical bids.~~
- 5.9 The bidder should provide the PAN and a copy of PAN card issued by the Income tax department, contact / mobile & landline telephone numbers along with bids.
- 5.10 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will be archived unopened. The decision of the Employer is final and binding in this regard.
- 5.11 The rates and prices quoted by the bidder shall be exclusive of EPF and ESI contribution in respect of this 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 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.

6.0 Past Experience

The Bidder should fill the details of his past experience in the works covered under these specifications in the following Proforma and submit the same online as per **Annexure-IV** appended herewith.

7.0 Bid Proforma

The bidder should fill in the Bid Proforma appended as **Annexure-V** herewith and submit the same online.

8.0 ECS Form

Bidders are required to submit duly filled in ECS Form appended as **Annexure-VI** herewith and submit the same online.

9.0 INTEGRITY PACT:

~~To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Employer is to implement a transparency pact.~~

The Pre-contract 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 (Annexure-II) provided in the tender is a basic qualifying requirement.

~~Pre-contract Integrity pact is to be executed on plain paper with NHPC Ltd. At the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of Contract Agreement.~~

~~To oversee the compliance under the Integrity Pact, Sh. Sutanu Behuria, IAS (Retd.) and Sh. Rakesh Kumar Agarwal, CES (Retd.) have been appointed as an Independent External Monitor (IEM) by the Owner.~~

~~The Contact Address of IEM is as under:-~~

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| Sh. Vivek Kumar Johri, IPS (Retd.), 106, Malviya Nagar Bhopal, Madhya Pradesh-462003 E-mail : iem.nhpc@gmail.com | Dr. Vinod Aggrawal, IAS (Retd.) B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi-110017 E-mail : iem.nhpc@gmail.com |
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10.0 Online opening of Bids by Employer:

- 10.1 The Employer will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day.
- 10.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Employer shall be opened online subsequently.

11.0 Evaluation of Bids

- 11.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

The Employer will, thereafter check and ascertain whether the bidder fulfils the Eligibility criteria and other requirements specified under ITB Clause 2.0. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2.0 shall only qualify for consideration and further technical evaluation by the Employer.

The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 11.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The Employer may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 11.1 of ITB.

Also, if any discrepancy is found between the Hard Copies of the offline documents viz. ~~DD towards Cost of bid document & DD / BG towards Bid Security / EMD, Power of Attorney, and scanned copy of same uploaded online, then the online bid may be liable for rejection.~~

- 11.3 During bid evaluation, the Employer may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 11.4 The bidder shall quote for all the items mentioned in the Price Bid. The evaluation of the bids shall be

done based on the ~~item-wise price/~~ **total prices** [Strike out whichever is not applicable] as per Schedule of Quantities Prices.

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

11.6 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.

11.7 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 / EMD will be forfeited in accordance with ITB sub-clause 4.5.

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

12.1 The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defence and security conditions, and annul 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, and strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

12.2 The Employer shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

12.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

12.4 Subject to ITB Clause 12.1 and 12.2, the Employer shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract.

12.5 The Evaluated price arrived at in terms of clause 11.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per clause 11.0 of ITB shall be considered.

12.6 The parties shall sign the Contract Agreement (three sets in Original) within 28 days from the date of issue of 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.

13.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ Suppliers/ Contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) For the purpose 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;
- (v) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ 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 bidder 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.
- (d) **Banning of Business Dealings:** 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. The grounds on which Banning of Business Dealings can be initiated are as follows:
- If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - 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 last five years;
 - 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;
 - 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;
 - If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.;
 - 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.
 - If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
 - 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;
 - On any other ground upon which business dealings with the Agency is not in the public interest.
 - 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).

14.0 Information w.r.t. MSME Development Act '2006

MSME Development Act '2006 is applicable to all Contractors/suppliers/service providers. Therefore information as per "Annexure-VII" appended hereto is required to be submitted/enclosed by the bidder along with bid.

a. ~~Cost of bidding document:~~

~~Micro and Small enterprises (MSEs) registered with 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 Udyog Aadhar Memorandum for the goods/ services are exempted from furnishing the Cost of bidding document. They should furnish a Notarized copy of the valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favors, for the tendered goods/ services covered under this tender document. No other bidders are exempted from furnishing Cost of bidding document as mentioned above.~~

b. Bid security / EMD:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum 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 documents issued by above board/ body in their favours, for the goods/ services covered under this Tender document. No other bidders are exempted from furnishing Bid Security/ EMD as mentioned above.

Bids received unaccompanied by either an acceptable Bid Security / EMD or a Notarized copy of valid certificate of registration stated as above shall be rejected as being non-responsive.

Note: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.

c. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services, covered in this Tender document shall also be eligible for the Purchase Preference.

~~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: The Udyog Aadhar Memorandum shall be valid upto 30.06.2022, thereafter Udyam registration shall be the ONLY valid MSME registration document.**~~

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of $L_1 + 15\%$ shall also be allowed to execute a portion of the requirement by bringing down their price to L_1 price in a situation where L_1 price is from someone other than an MSE and such MSEs shall be allowed to execute at least **25%** of total tendered value. In case more than one such MSEs, the work will be shared proportionately (to tendered quantity).

In case of tender item is non-splittable or non-divisible, etc. MSE quoting price within price band $L_1 + 15\%$ may be awarded for full/complete execution of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

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 L_1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

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.

d. 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 Annexure-XII of Section-I is required to be furnished.

15.0 Check List (This Check List duly tick marked shall be submitted online)

| Sl. No. | Document Required | Action required | Submitted Please tick (✓) |
|---------|---|------------------------|---------------------------|
| 1 a) | Self attested copies of Documentary evidences in support of the qualification criteria as per ITB Clause No. 2.0. | To be uploaded online. | |
| b) | Self declaration in original on Company's Letterhead: | | |
| | The bidder should not have been banned / de-listed/ blacklisted / de-barred from business or declared ineligible on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact [if applicable], ITB Clause no. 9.0 of tender document on Company's Letterhead as per format. (Annexure-III of Section-I) | To be uploaded online. | |
| c) | Integrity Pact as per Performa duly signed & Stamped at each page. [if applicable] | To be uploaded online. | |
| 2 | Cost of Bidding Document | | |

| | | | |
|----|--|--|------|
| | (i) DD amounting to Rs. 590/- (Tender Fee) | To be submitted in hard copy and uploaded online. | (i) |
| | Or | | Or |
| | (ii) Notarized copy of valid Certificate towards exemption of Cost of bid document. | | (ii) |
| 3 | Bid Security / EMD | To be submitted in hard copy and uploaded online. | |
| | (i) DD amounting to Rs. 11,000/- (EMD) | | |
| | Or | | |
| | (ii) In case of Bank Guarantee, strictly in the format of Annexure I, Amount Rs. 50,000/-, validity as per tender document. | | |
| | Or | | |
| | (iii) Notarized copy of certificate towards exemption of Bid Security / EMD. | | |
| 4 | Power of Attorney along with authority of executants. | To be submitted in hard copy and uploaded online. | |
| 5 | ECS Form | To be uploaded online duly filled in. | |
| 6 | PAN – Copy of PAN card | To be uploaded online. | |
| 7 | GSTIN – Copy of GST Registration No. | To be uploaded online. | |
| 8 | Declaration regarding Insolvency and Bankruptcy Code 2016, as per clause no. 2.5 of ITB (Annexure-X of Section-I). | To be uploaded online. | |
| 9 | Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-XI of Section-I) | To be uploaded online duly filled in. | |
| 10 | Details of Past Experience | To be uploaded online duly filled in. | |
| 11 | MSMED declaration as per Performa. | To be uploaded online duly filled in. | |
| 12 | Bid Proforma. | To be uploaded online duly filled in. | |
| 13 | Declaration as per Annexure-IX of ITB | To be uploaded online. | |
| 14 | Declaration regarding availing the benefit under one category/status (i.e either MSEs or Startups) (Annexure-XII of Section-I) | To be uploaded online duly filled in. | |
| 15 | Schedule of Quantities & Prices i.e. Financial Bid (Price Bid) | To be filled online & Cost Breakup to be submitted by L-1 Bidder only when asked separately | |
| 16 | Copy of EPF Registration & mediclaim policy / ESIC registration number | To be uploaded online. | |
| 17 | Filled undertaking Attachment-I (Make in India) as per ITB Clause 16 | To be uploaded online. | |

FOUR KEY INSTRUCTIONS for BIDDERS

Note: The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:-

- Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- Register your Organization on GeM Portal well in advance of tender submission deadline.
- Get your Organization's concerned executives trained on GeM portal well in advance of tender submission deadline.
- Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. NHPC/ GeM shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ GeM."

16. Preference of Make in India:

The directives under Public Procurement (Preference to Make in India) Order, 2017 include following:

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 customs 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.

Class-II local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement, meets the minimum local content as prescribed for “Class-II local supplier” but less than that prescribed for “Class-I local supplier” under this order.

Non-local supplier: means a supplier or service provider, whose Goods/Services/Works offered for procurement has local content less than that prescribed for “Class-II local supplier” under this order.

~~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.~~

Class-I Supplier: Minimum local content shall be 50%.

Class-II Supplier: Minimum local content shall be 20% but local content is less than 50%.

Non-local Supplier: Local content is less than 20%.

Margin of purchase preference: means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.

Works: means all works as per Rule 130 of GFR-2017*, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

(*Original works means all new constructions, site preparation, additions and alterations to existing works, special repairs to newly purchase or previously abandoned buildings or structures, including remodelling or replacement.

Minor works mean works which add capital value to existing assets but do not create new assets.

Repair works means works undertaken to maintain building and fixtures. Works will also include services or goods incidental or consequential to the original or repair works).

B) Eligibility Criteria for Class I / II and Non Local Suppliers:

- a) 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.
- b) For procurement of Goods/ Services/ Works, not covered under a) above and having estimated value less than INR200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I and Class-II

local suppliers.

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. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
- iii) Country of origin of the equipment/material shall be provided in the bid.
- iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v) The bidder shall follow Indian laws, regulations and standards.
- vi) For supply of equipment/material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii) The manufacturer/supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the life cycle, the materials are safely recycled/disposed of by the Manufacturer/Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling /disposal unit or as may be specified.
- viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
- ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
- ~~x) Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.~~

C) **Procedure for Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.
- (b) In the case of procurement of **goods/works**, covered under para B(b) and **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier'

within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.

- (c) For procurement of **goods/works**, which are covered by para B(b) and **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" and "Non- local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Applicability in tenders where contract is to be awarded to multiple bidders -

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class- I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

D) Verification of local content

- a) The 'Class-I local supplier'/ 'Class-II 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'/ 'Class-II local supplier', as the case may be. 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.

Attachment- I
(To be filled by the bidder)
(Format for declaration by the Bidder)
Self Certification

I/ We, M/s _____ (Name of Bidder) hereby certify we have read and understand clause no. 31 of ITB and declare followings:

- (a) We have not been debarred by any procuring entities in last two years for violation of Order No. P-45021/2/2017-PP (BE-II) dated: 16th September, 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India.
- (b) The local content of our offer for the work **“Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site”** is _____% and therefore as per clause no. 31 of ITB, we falls under **Class-I Local Supplier/Class-II Local Supplier**. *(Strike out whichever is not applicable)*.
- (c) The location (s) where the local value addition is made for our offer for the work **“Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site”** is as under:

1.
2.

(Seal & Signature of Bidder)

Note: This ‘Declaration’ should be on the letter head of Bidder.

ANNEXURE-I
**Bank Guarantee in Lieu of Bid Security / Earnest Money Deposit (EMD)
Bank Guarantee**
Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site...

Date: _____

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:

- 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
- If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 13.0 of ITB or defaults commitments under Integrity Pact (ITB clause no. 9.0). Or
- If the successful bidder fails to enter into Contract Agreement when required. Or
- 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 Conditions of Contract.

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 Bidder)

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 | | Signed for and on behalf of the Bank | |
|--------------------|--|---|--|
| 1. | | | |
| (Signature) | | (Signature) | |
| | | | |
| (Name) | | (Name) | |
| | | | |
| (Official Address) | | (Designation with Bank Stamp) | |
| 2. | | | |
| (Signature) | | | |
| | | Including staff Authority No. with complete Bank Address with Tel. Fax Nos. | |
| (Name) | | | |
| | | | |
| (Official Address) | | | |

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

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.

*@The date will be Ninety (90) days beyond the Bid validity period.

Note: The stamp papers of appropriate value shall be purchased in the name of Bank issuing guarantee.

Annexure-II
(To be filled and uploaded online)

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

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 **"Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site"** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. **NH/TSV/Cont/MC-134/ NIT-AAA/2023-24/BBB Dated : DD/MM/2023**.

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 contract.
- 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 en cash 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 to Integrity Pact

Guidelines on Banning of 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 except suspension/banning under Integrity Pact 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:
- 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
 - 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
 - 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 Banning / Suspension

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 falling in the competency of HOP and 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 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:
- 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.
 - 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".
 - To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - 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. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the 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 year 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 / EMD / 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 investigation 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.....

To

M/s

Attn.: Shri

Date.....

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) nodt. 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 where 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 to 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) nodt. 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 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 the Guidelines of Banning 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 ofyears/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-Contract or 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 defence 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 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 implication.)

Yours faithfully,

For & On behalf of NHPC.

ANNEXURE-III*(To be filled and uploaded online)****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

I/We, M/s _____ (*Name of Bidder*) hereby certify that I/We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-A) to Integrity Pact, ITB Clause 9.0 of Tender Document.

I/We, M/s _____ (*Name of Bidder*) hereby further certify that I/We have not been declared ineligible under para 6 of Guidelines on Banning of Business Dealings.

(Seal & Signature of Bidder)

Note: This 'Declaration' should be on the letter head of Bidder.

ANNEXURE-IV
(to be filled and uploaded online)

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 |
|--------------------------------------|-----------------------|-------------------|---|--|---|--------------------------|---|
| | | | | | | | |
| | | | | | | | |

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

 (of the authorized representative of the bidder)
 Official Seal of the Company:

ANNEXURE-V
(to be filled and uploaded online)

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. | Former name of the Firm/ Company (if any) : | | | | | |
| 4. | Type of the Firm/Company (Proprietary/ Partnership/Private Ltd. Co./ Public Ltd. Co.) : | | | | | |
| 5. | Whether MSE or Start-up (tick in the appropriate box) : | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;">MSE</td> <td style="text-align: center; width: 50%;">Start-Up</td> </tr> <tr> <td style="height: 30px;"></td> <td style="height: 30px;"></td> </tr> </table> | MSE | Start-Up | | |
| MSE | Start-Up | | | | | |
| | | | | | | |
| 6 | Year and place established : | | | | | |
| 7 | Are you registered with any Government/ Public Sector Undertaking (if yes, give Details) for work of similar nature covered under the specifications : | | | | | |
| 8 | Have your Company ever been declared Bankrupt (if yes, give details)? : | | | | | |
| 9 | Validity period of tender, reckoned from the last date of online bid submission : | As per GeM Portal | | | | |
| 10 | Whether furnished & filled all Schedules /Annexure appended to the tender documents. : | | | | | |
| 11 | Goods & Services Tax Identification No. (GSTIN) : | | | | | |
| 12 | EPF No. : | | | | | |
| 13 | PAN : | | | | | |
| 14 | HSN Code/SAC : | (To be mentioned HSN/SAC Codes against the items under Scope of Work as per BOQ) | | | | |

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)
Official Seal of the Company:

ANNEXURE-VI

(to be filled and uploaded online)

ECS - Form

NHPC Limited
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

| |
|--|
| |
|--|

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

(-----)
Signature of the Bidder

 Date :

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

(-----)

 (Bank's Stamp)

Signature of the Authorized
Official from the Bank

 Date:

ANNEXURE-VII
(to be filled and uploaded online)

Declaration/Undertaking Under MSMED Act, 2006
(As per guidelines issued by Ministry of MSME time to time)

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)

Annexure-VIII

(to be filled and uploaded online)

DECLARATION REGARDING APPLICABILITY OF START-UPS UNDER STARTUP INDIA INITIATIVE

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

☐ Applicable to us and 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)

ANNEXURE-IX
(To be filled and uploaded online)

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

ANNEXURE-X*(To be filled and uploaded online (Scanned Copy))****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

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)

*Note: This 'Declaration' should be **on the letter head** of Bidder.*

ANNEXURE-XI*[To be filled and uploaded online (Scanned Copy)]***Undertaking by Bidder towards Anti-Profiteering Clause of GST Act/Rules**
(To Be submitted on letter head)

To

M/s NHPC Ltd
NHPC Office Complex,
Sector-33, Faridabad, Haryana – 121 003 (India)

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 hereby certified that we have duly considered the impact of input Tax credit available on supplies in the GST regime in our quoted price .. Further, any additional benefit of ITC if available to contractor shall be passed on to the Employer.

Further, we hereby confirm that our quoted rates 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 be 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:-

ANNEXURE-XII*(To be filled and uploaded online (Scanned Copy))****(Format for declaration by the Bidder)*****Self-Declaration by the Bidder**

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

*Note: This 'Declaration' should be **on the letter head** of Bidder.*

SECTION – II

CONDITIONS OF CONTRACT

SECTION – II: - CONDITIONS OF CONTRACT

In addition to Standard Terms & Conditions applicable on GeM, the following CONDITIONS OF CONTRACT and SCC shall be applicable. [In case of any dispute, interpretation of HOP, Teesta-V Power Station or In-Charge (Contract Division) of Power Station shall be full and binding upon the contractor].

1. NAME OF WORK: “Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site”

2. 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-IV).
- 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 document, 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 whatever 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. The rates of minimum wages for different categories of workers shall be as notified by the Central Government as applicable twenty eight (28) days prior to deadline for submission of bids. If there is any revision of minimum wages by the Government during the currency of the Contract, the Contractor is entitled for reimbursement towards the incremental changes in Minimum wages proportionate to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence.
- 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 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 fulfilment 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. Invoices and other documents submitted by the contractor for payment under Interim Payment certificate /Final payment certificate or any other payment under the contract shall be in accordance with 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 Govt. Treasury.

3. CONTRACT PERIOD

The Contract shall be valid for a period of **02 Years** 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. 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. XXX/- (**Rupees....**) per day plus applicable GST and the same shall be recoverable from the bill.
- 4.2. The contractor shall provide the following minimum staff **[.....]** for the work otherwise recovery shall be made from the Monthly bills at the rate as follows: (**Not applicable for this contract**)
 1. **For Skilled** = ₹ _____.00 per day per head.
 2. **For Semi-skilled** = ₹ _____.00 per day per head.
 3. **For Unskilled** = ₹ _____.00 per day per head.
 4. **For Highly Skilled** = ₹ _____.00 per day per head.

Otherwise recovery shall be made from the Monthly bills as per the relevant clause of SCC (Refer clause No. 9)

5. PERFORMANCE SECURITY/ SECURITY DEPOSIT:

Within 28 days of receipt of Work Order, the contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure- A** herewith for an amount equal to **(10) ten percent** of the originally awarded contract price by way of guarantee valid till one month beyond the Contract period as mentioned in the Work Order for the due and faithful performance of the contract along with the other terms and conditions agreed to. 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 en-cash the aforesaid bank guarantee.

Alternatively, in case of non-submission of BG towards Performance Security, Security Deposit shall be deducted from initial payments due to the Contractor till total amount of security deposit becomes ~~10%~~ 3% of the Contract Value.

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 of **NHPC Ltd** to the issuing branch for online confirmation of bank guarantee to be submitted in terms of this clause:

Name of the beneficiary: **NHPC Ltd**

Account No. : **00000010779994207**

IFSC Code: **SBIN0007515**

Address of the Bank: **Singtam, East Sikkim, Sikkim, PIN-737134**

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:

7.1 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.

7.2 ~~Additional clause for Annual Maintenance Contracts of Generating Units of Power House for a period of two (2) years [Strike out, if not applicable].~~

7.2.1 ~~The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in full or part thereof in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor referring to the specific clause:~~

~~(a) If the contractor fails or refuses to execute contractual obligation or any part thereof in the manner specified in program of performance that gives reasonable assurance to the Employer that the Contractor can attain completion of Work/ Services as per time schedule or extension thereof, within 14 days after serving notice of default.~~

~~(b) If the performance is assessed to be good in reference to quality and time schedule then the Contractor will continue to carry out maintenance in 2nd year also as per Terms & conditions of Contract. If the performance is assessed to be not good in reference to quality and time schedule, then the Engineer In-Charge has the liberty to terminate the contract giving reasonable reasons.~~

~~(c) In the circumstances as at 7.2.1 b) above, Engineer In - Charge shall take suitable action as under:~~

~~i) Performance Bank Guarantee/ Security Deposit of the Contractor shall be forfeited~~

~~ii) To go for fresh tender for finalization of 2 years contract (covering 2nd year and next 1 year) debarring the defaulting contractor for participation in this fresh tender.~~

7.2.2 ~~The Contractor is entitled to be paid the due amount attributable as per Payment Terms at the time of termination. Any sums due to the Employer from the Contractor, accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.~~

- 7.2.3- ~~The Contractor/Service provider shall have no claim of compensation for any loss suffered by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.~~
- 7.2.4. ~~Termination of the Contract as provided for above, shall not prejudice or affect the rights of the Employer which may have accrued upto the date of such termination.~~
- 7.2.5 ~~All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on 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:**

Head of Project (Teesta V Power Station) / Head of Division, 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 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 analysed rate based on actual input to be provided by the Contractor.

11.0 **PAYING AUTHORITY:**

DGM (F), Finance, NHPC LTD. [Teesta V Power Station]

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 Central 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 workmen 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 Workmen 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 workmen 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 Workmen Compensation Act, 1923, for any injury, disability or death of a workman 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 fulfilment 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 Rs. 21,000/- P.M. or less. The bonus to be paid to employees getting Rs. 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 workmen. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his workmen 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 workmen 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 workmen 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 Medclaim 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 sue 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 of 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/deductible 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 Condition 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 reimbursement 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 PAYMENT THROUGH TReDS PLATFORM FOR MSME VENDORS:**
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 DISPUTE:

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 Employer and the Contractor have failed to reach at an amicable settlement pursuant to GCC Clause 28.1.1, shall be finally settled by reference to arbitration as per Clause 28.2.

28.2 Arbitration

~~28.2.1 Except as otherwise provided in clause 28.1 above, hereinbefore, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Employer, in relation to or in connection with the Contract shall be referred for arbitration in the manner Provided as under:~~

~~28.2.2 Any dispute or difference what so ever arise between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation /or effect of this Contract or validity of the breach thereof, shall after written notice by either Party to the other be referred for adjudication and such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as set forth below:~~

~~(i) — The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India).~~

~~(ii) — If one of the parties fail to appoint its arbitrator in pursuance of sub clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.~~

~~(iii) — The decision of the majority of arbitrators shall be final and binding upon both parties.~~

~~(iv) — The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present modal fee structure is placed at Annexure-C. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.~~

~~(v) — The seat of Arbitration shall be at~~

~~The cumulative claims not exceeding 25% of the initial Contract Price can only be referred to arbitration and the claims above 25% of the initial Contract Price are to be referred to commercial court.~~

~~The court at shall have exclusive jurisdiction on the disputes arising out of the contract.~~

~~28.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.~~

~~28.2.4 Notwithstanding any reference to the Arbitration herein,~~

~~(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree~~

~~(b) the Employer shall pay to the Contractor any moneys due to the Contractor.~~

~~(c) The party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under~~

dispute with the other party at the time of invocation of arbitration clause. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.

~~In case of contract with another Public Sector Enterprises and Government Department (s) / Organization(s) (other than those related to taxation matters), the above said clauses 28.2.1 to 28.2.4 shall stand deleted and the following Arbitration clause shall be applicable:-~~

- (i) ~~All questions, disputes or differences whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be referred to arbitration in the manner provided as under:-~~

~~“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department (s) / Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 DPE(GM)FTS 1835 dated 22.05.2019.”~~

- (ii) ~~Both the Employer and Contractor (CPSE / Government Department) shall refer the existing dispute(s) to the Arbitrator at the earliest.~~

- (iii) ~~The arbitrator shall make a speaking award.~~

- (iv) ~~The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.~~

~~Note: This provision is applicable to disputes with Central PSEs / Port Trusts / Government Department(s) / Organization(s) (other than those related to taxation matters) only.~~

~~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 or arbitration.~~

~~28.4 Simple interest @6% per annum shall be payable on the awarded amount of the dispute/claim for the pre reference and pendente lite period.~~

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 Employment of Skilled / Semi-skilled workers

The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work.

The Contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval.

Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor at the rate of Rs. 100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender less than Rs. 5 crores.

ANNEXURE-A

PERFORMANCE GUARANTEE FORM

Bank Guarantee

(To be stamped in accordance with Stamp Act
if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date

To,

[Employer's Name & Address]

NHPC Limited.

NHPC Office Complex

Sector – 33, Faridabad, Haryana-121003.

Dear Sirs,

In consideration of the **NHPC Limited** [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 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 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 Bank 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 Bank 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 Bank 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 Bank 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 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 Employer serve upon Bank a written claim or demand on or before@.....

Dated this day of 200..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp) Staff no.
Full Address of Bank wet Tel., Fax no. .

2.

.....
(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank :

Name of the contact person :

Tel. No. :

Fax No. :

Email: :

- Notes: 1. (*) This sum shall be ten **percent (10%)** of the Contract Price denominated in the types and proportions of currencies.
(@) This date will be Thirty (30) days beyond the Contract 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 invariably be mentioned on the back side of the stamp paper.
4. Bank Guarantee is required to be submitted directly to the Employer 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 Employer. 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 Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

-

Annexure-B
AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

This AGREEMENT is made on the..... day of..... BETWEEN.....

- (1) NHPC Ltd., a corporation incorporated under the laws of INDIA and having its Registered Office at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called "the Employer"), and which expression shall include its permitted successors and assigns.
- and
- (2) M/s and having registered office at..... (Herein after referred to as "The Contractor") which expression shall include the permitted successors and assigns.

"WHEREAS the Employer is desirous of and have invited enquiry vide for the purpose of the said work. AND WHEREAS the Contractor has submitted its tender AND WHEREAS the Employer has accepted the tender of the Contractor for execution of the said work upon the terms and subject to the conditions herein after mentioned below in the agreement.

This Contract comprises of the following component / parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached as if here to attached.

- i) Section-I : Letter of Award
- ii) Section-II : Special Conditions of Contract
- iii) Section-III : General Conditions of Contract
- iv) Section - IV : Any other documents forming part of the Contract

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above.

AND WHEREAS the Employer has accepted the tender of the Contractor and the execution of the said work for the sums as per Schedule of Quantities & Prices contained in the Section-I upon the terms and subject to the conditions hereinafter mentioned and more particularly described in Section I to IV respectively which shall form integral part of this Contract (hereinafter to be collectively referred to as 'Contract Documents').

NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and declare as follows:

That is to say, in consideration of the payments to be made to the Contractor by the Employer as hereinafter mentioned, the Contractor shall duly provide the plant for the said works and shall do and perform all other works and things in the contract mentioned or described which are implied there from or herein respectively or may be reasonably necessary for the completion of the said work within and at the times and in the manner and subject to the terms & conditions and stipulations mentioned in the said contract document.

AND in consideration of the due provision and satisfactory supply, Installation, Commissioning and completion of the said supply thereof as aforesaid, the Employer will pay to the Contractor the sums as per the Schedule of Prices contained in Section-I or such other as may become payable to the Contractor under the provisions of this Contract, such payment to be made in time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF The Parties hereto have signed this deed hereunder on the date respectively mentioned against the signature of each.

(For and on behalf of
the Contractor)

(For and on behalf of
the Employer)

In the presence of
1.

In the presence of
1.

Annexure-

| NHPC Schedule of Arbitrators Fees | | | | |
|--|---|---|---|---|
| Sum In Dispute | Arbitrator I | Arbitrator II | Arbitrator III | Total Fees |
| upto Rs. 5,00,000/- | Rs.15000/- | Rs.15000/- | Rs.15000/- | Rs. 45,000/- |
| Above Rs. 5,00,000/- and upto Rs. 20,00,000/- | Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/- | Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/- | Rs. 15000 plus 3.5% of 1/3 of claim amount over and above Rs.5,00,000/- | Rs. 45000 plus 3.5% of claim amount over and above Rs.5,00,000/- |
| Above Rs. 20,00,000/- and upto Rs. 1,00,00,000/- | Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/- | Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/- | Rs. 32500 plus 3% of 1/3 of claim amount over and above Rs.20,00,000/- | Rs. 97500 plus 3% of claim amount over and above Rs.20,00,000/- |
| Above Rs. 1,00,00,000/- and upto Rs. 10,00,00,000/- | Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/- | Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/- | Rs.1,12,500 plus 1% of 1/3 of claim amount over and above Rs.1,00,00,000/- | Rs.3,37,500 plus 1% of claim amount over and above Rs.1,00,00,000/- |
| Above Rs. 10,00,00,000/- and upto Rs. 20,00,00,000/- | Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/- | Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/- | Rs.4,12,500 plus 0.75% of 1/3 of claim amount over and above Rs.10,00,00,000/- | Rs.12,37,500 plus 0.75% of claim amount over and above Rs.10,00,00,000/- |
| Above Rs. 20,00,00,000/- | Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/- | Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/- | Rs.6,62,500 plus 0.50% of 1/3 of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.10,00,000/- | Rs.19,87,500 plus 0.50% of claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/- |

Note:

- 1) In addition to Fees Travelling Allowance / Hotel / DA / Conveyance expenses entitled equivalent to ED of NHPC will be paid to the arbitrators.
- 2) In case of Sole arbitrator Fees as mentioned for single arbitrator + 25% is payable.
- 3) The above fees shall be shared equally by both i.e. NHPC & Contractor.

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION – III: - SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall be read in conjunction with the corresponding relevant provisions made in the General Conditions of Contract and in case of any discrepancy or variation or contradiction between them, the provisions made under these Special Conditions of Contract, shall prevail.

1. **Scope of Work:** As per Annexure-I to SCC
2. Visit of expert service engineer for servicing of 3nos. Electrostatic Liquid Cleaner machines, Make: Ferrocure, Model: ELC- 50C & 3nos. Low Vacuum Dehydration & Degasification Make: Ferrocure, Model: LVDH-50.
3. Each visit wise 100% payment will be made within 30 days of completion of visit based on submission of original bill/invoice along with required supporting documents. **Professional Tax clearance certificate from Commercial Tax Department, Govt. of Sikkim shall be furnished with RA bill.**
4. The period between issue of work order and actual performance of the service job will be subject to availability of service engineer.
5. Time period for the Service Engineer per visit (Travel date of service engineer will be included in counting of total number of service days in each visit i.e. to & fro travel days in each & every visit of service engineer will be treated as service days/working days, accordingly will be included in counting of total number of service days):
 - A. Site work: 3 days.
 - B. Journey time (to and fro): 2 days.
 - C. Total Time period proposed/visit: 5 days.
6. Above mentioned 05 days in each visit for the service engineer may vary (increase/ decrease) as per site requirement. Extra payment shall be paid/deducted on pro rata basis.
7. There will be total 6 visits (4=mandatory + 2=optional) during the entire period of contract. Period of contract will be 2 years. Out of the total 6 visits, 04(Four) visits mandatory and balance 02(Two) visit will be optional; will be executed only on our necessary /requirement.
8. One day paid holiday after working every six days will be granted to service engineer; in case of service period is equal or more than 6 days due to any reason what so ever.
9. To & fro-Travelling cost, shall be paid as per actual 2nd AC train fare and taxi fare/lower, against submission of documentary evidence only.
10. Work shall be carried out as per the direction & satisfaction of Engineer In-Charge.
11. Service engineer shall visit the site within 15 days from the date of intimation by NHPC in case of normal visit. But for emergency visit, service engineer shall reach the site within 3 days from the date of intimation by NHPC.
12. The firm shall arrange all the required tools & tackles.
13. Following facilities will be provided to the Service Engineer, by Department at free of cost:
 - a. Local conveyance at site.
 - b. Suitable lodging at site.
14. All the labour forces are to be engaged from the state of Sikkim and if the specialized quality workmen is not available, then the same may be arranged from outside. But on completion of the job, the contractor has to send back the non-Sikkimese Labour.
15. Any problem related to the said works not connected with the NHPC directly or indirectly is to be dealt and solved by the contractor for which NHPC will not be responsible.
16. If water is met within the excavation due to spring, due to seepage's, rain or other causes it shall be removed by suitable diversions, punning or bailing out and the excavation kept dry wherever so required or as directed by Engineer-in-charge. Care shall be taken to discharge the drained water as not to cause damage to the work, crops or any other property in the vicinity.
17. All the camping facilities of boarding/lodging/food for the labour (skilled/semiskilled), supervising staff is to be arranged by the contractor at his own cost during the execution and mobilization period.
18. Local transportation arrangements for shifting & handling of materials, labours etc. are to be arranged by the contractor at his own cost.
19. If any taxes, Octroi, permission, fines & liabilities from Central/State statutory for transport/running the equipment at dam site will be arranged and borne by the contractor. Contractor shall pay all taxes properly and lawfully assessed or imposed on Contractor by any authority in connection with the carrying out services under the contract. Necessary clearances of equipment/manpower for entry into Sikkim state is to be arranged by the contractor.

20. The construction equipment/machinery should be in the custody and possession of the contractor. The safety, security and insurance of the equipment and manpower are contractor's risk.
21. It is obligatory for the contractor to obtain license under interstate migrant workmen Act 1979 from the Licensing Officer, Labour Department, Govt. of Sikkim, in case the labour employed is 5 or more. Failure to comply with the labour Act may attract penal action.
22. Contractor has to submit a copy of the insurance certificate to the department for the labour force engaged by him at the time of start of the work as per Clause-34 of conditions of contract for civil works enclose with tender document. Contractor shall also ensure insurance of full value of contract in terms of the 34 of G.C.C.
23. The contractor shall have to comply with the Provident Fund and Miscellaneous Provision Act 1952 and nothing extra on this account shall be payable under any circumstances. All the workers deployed by the contractors should be the members of Provident Fund & Should be given Universal Account Number.
24. The contractor shall not be allowed to construct their labour huts in reserve forest area and under no circumstances the labour shall cut the forest trees.
25. The contractor shall ensure payment to labour engaged for this work is made/disbursed as per Sikkim Govt. Circular issued time to time or as per latest rules declared by the govt. And all the work force should be covered under proper insurance.
26. The contractor shall ensure all the safety measures during the execution of work and in case of any mishap, all financial liabilities shall be borne by the contractor as per workmen compensation act.
27. The contractor shall provide persons with good manners who would perform the job as directed by Engineer-in-charge or his authorized representatives. In case, it is found that the behaviour of the personnel is not up to the mark, such persons shall be removed immediately from the site. The deputed persons shall not indulge in any unlawful activities in and around the project areas.
28. Power connection is to be arranged by contractor at his own cost. In case NHPC Ltd. Supplies electricity, the same shall be chargeable as per the prevailing rates.
29. The estimated quantity of work may increase/ decrease during execution of any extent. Payment against the work shall be released as per the actual quantity of work executed. In case of individual quantity deviating in the lower side (negative deviation) no revision of the rate will be done for such items. The decision of EIC shall be final and binding.
30. All applicable taxes/duties including GST as applicable and assessed on the Employer shall also be included in the prices/rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.
31. Income tax shall be deducted from the bills as per the present tax rules of Central Govt.
32. The rates should be inclusive of EPF, GST & Insurance. However, contractor has to submit the proof Payment of EPF & Insurance and GST at the time of RA / Final bills. The contractor has to ensure that payment of wages to contract labourers is made preferably through account payee cheque /ECS.
33. All other rules of Govt. of Sikkim should be maintained.
34. The progress of the work by the contractor shall be reviewed by Engineer-in-Charge or his authorised representative time to time during execution of the work. Corporation reserve the right to terminate the contract in full or part if the contractor breaches any of terms and condition of the contract or the work is not found satisfactory. In such cases and abandonment of the work by the contractor during execution of the work, NHPC shall be at its liberty to forfeit the security deposit as per contract.
35. **Paying Authority:** DGM (Finance) - Finance Division, Teesta-V Power Station, Balutar, Singtam, East Sikkim.
36. **Completion Time:** Time is essence of the contract. The total completion time for the said work shall be **02 years** from the date of issue of letter of award.
37. **Defect Liability Period:** Till the completion of the contract.
38. **LD:-**The contractor has to take all efforts to complete the work in stipulated time as per contract subject to satisfaction of EIC. If the contractor fails to complete the work within the schedule completion period as specified, the contractor shall be liable to pay LD @ 0.035% per day of delay maximum upto 10% of contract sum or part thereof (i.e. visit for each Quarter).
39. **Safety:** The Firm shall ensure all the safety measures during execution of work for safety of man deployed & equipments used for servicing. First Aid Facility, only at our Project Hospital, will be provided to Service Engineer in case of sickness at site.

40. All materials, labours, Equipments, T&P etc. are to be arranged and provided/supplied by the contractor as per the provision of contract to successfully complete the work to the satisfaction of Engineer-in-Charge.
41. Contractor is instructed to comply with all applicable mandatory legal requirements in supplying of goods/ providing services to Teesta-V Power Station, NHPC Ltd Singtam relating to environment and occupational health and safety.
42. The above mentioned requirement is minimum and NHPC reserves the right to ask for additional information.
43. **Court of Competent Jurisdiction:** Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.

DGM (Civil)
Contract Division
Teesta-V Power Station, Balutar

SCOPE OF WORK**Scope of Work**

Name of the Work - Calling of Service Engineer for Servicing/Overhauling and repairing of 3nos. Electrostatic Liquid Cleaner machines, Make: Ferrocure, Model: ELC- 50C & 3nos. Low Vacuum Dehydration & Degasification Make: Ferrocure, Model: LVDH-50.

The detailed scope of work under this AMC shall be as below:-

1. Servicing/overhauling and repairing of 3nos. Electrostatic Liquid Cleaner machines, Make: Ferrocure, Model: ELC- 50C & 3nos. Low Vacuum Dehydration & Degasification Make: Ferrocure, Model: LVDH-50.
2. To suggest stock level of spares to be maintained including mandatory spare parts.
3. Installation/Replacement of the spares as provided by NHPC.
4. Providing of field service report for each machine at the end of the visit.
5. Submission of Minutes of meeting.
6. Providing Operation and maintenance manual (with drawing), only in the first visit.

SECTION – IV

SCHEDULE OF QUANTITIES & PRICE

Section-IV

Schedule of Quantities & Prices (FOR REFERENCE To be quoted online only)

Name of Work:- Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site.

Tender Specification No:- NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023

| Sl.No | Description | Unit | Qty | Rate (Rs) | Amount (Rs) |
|-------|---|------|-----|-----------|------------------|
| 1 | Service charges for deputing 01 service engineer for "Servicing/Overhauling and repairing of 3 nos. ELC-50C and 3 nos. LVDH-50 machines (make Ferrocure) as detailed in the Scope of Work". [There will be total 6 visits (4-mandatory+2-optional) during the entire period 2 year contract. Each Visit shall comprise of 05 days (2 nos. Man-days for up/down travelling & 3 nos. Man-days for performing service work at site). | DAY | 30 | 13650.00 | 409500.00 |
| 2. | To & fro-Travelling cost, shall be paid as per actual 2nd AC train fare and taxi fare/lower, against submission of documentary evidence only. | TRIP | 6 | 10000.00 | 60000.00 |
| | Sub-total (Rs.) | | | | 469500.00 |
| | Add GST @18% | | | | 84510.00 |
| | Grand total (Rs.) | | | | 554010.00 |

This estimate is for reference only.

Section-IV (A)

Schedule of Quantities & Prices

Name of Work:- Calling of Service Engineer for Servicing/Overhauling and repairing of 03 nos. ELC-50C & 3 nos. LVDH-50 Machines of HM Works at Dam Site..

Tender Specification No:- NH/TSV/Cont/MC-134/NIT-863/2023-24/751 Dated : 26/08/2023

| Sl.No | Description | Unit | Qty | Rate (Rs) | Amount (Rs) |
|-------|--|------|-----|--------------------------------------|--------------------------------------|
| 1 | Service charges for deputing 01 service engineer for "Servicing/Overhauling and repairing of 3 nos. ELC-50C and 3 nos. LVDH-50 machines (make Ferrocure) as detailed in the Scope of Work". [There will be total 6 visits (4-mandatory+2-optional) during the entire period 2 year contract. Each Visit shall comprise of 05 days (2 nos. Man-days for up/down travelling & 3 nos. Man-days for performing service work at site). | DAY | 30 | TO BE UPLOADED ONLINE | |
| 2 | To & fro-Travelling cost, shall be paid as per actual 2nd AC train fare and taxi fare/lower, against submission of documentary evidence only. | TRIP | 6 | | |
| | Sub- total (Rs.) | | | | TO BE UPLOADED ONLINE |
| | Add GST @18% | | | | |
| | Grand total (Rs.) | | | | |

Note:

- Quoted Rates should be inclusive of all taxes including applicable GST, taxes and duties.
- SAC Code: 998719.

(Signature & Stamp of the Bidder)

BRIEF DESCRIPTION OF THE PROJECT

1.1 ABOUT SIKKIM AND TEESTA RIVER.

Sikkim is a small and beautiful state located in the northeast Himalayas. It is one the youngest state of Indian union. It is surrounded by vast stretches of Tibetan plateau in the north, Chubi valley of Tibet and Kingdom of Bhutan in the east, Darjeeling Gorkha Hill council in the south and kingdom of Nepal in the west.

Due to prevalent cold and moderate climatic conditions with very low ambient dual level, the state presents ideal opportunity for development of high-tech industries like microelectronics and ancillary products which impose less burden on transportation facilities and earn rich dividends. However, for such developmental efforts, abundance of cheap and clean power is vital.

Sikkim is drained by a large number of perennial rivers, the prominent ones being Teesta and Ragit. The Teesta river originates from Zemu glacier and Rangit river from Talung glacier in west Sikkim which, after flowing for about 60kms, joins the Teesta river near the state border with West Bengal.

The elevation of Sikkim ranges from 300 m to 8583 m above mean sea level. It consists of lower, middle & higher hills.

1.2 LOCATION OF THE PROJECT

Nearest Railway Station: - Siliguri, approximately 110 Kms from Teesta-V PS, Balutar.

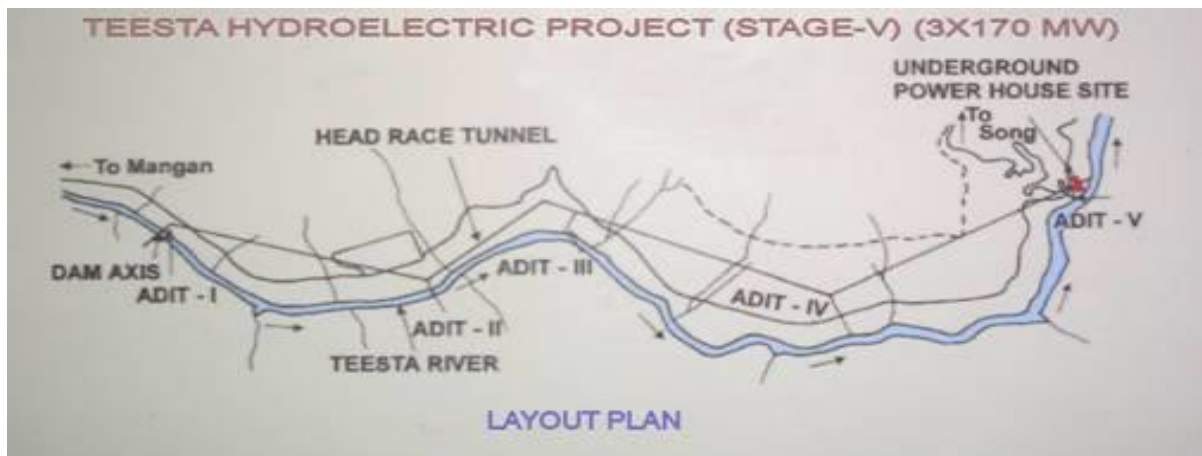
Nearest Airport: - Bagdogra, approximately 110 Kms from Teesta-V PS, Balutar.

Nearest Bus Stop: - Singtam, approximately 06 Kms from Teesta-V PS, Balutar.

1.3 BRIEF DESCRIPTION OF THE PROJECT

Teesta HE project, stage-V is located in South-East Sikkim. The project envisages harnessing of Teesta water, between Dikchu (27° 24' 00" E: 88° 31'30"N) and Sirwani (27°14'54"E: 88 29' 56"N). The scheme comprise; 95m high Concrete Gravity Dam (located 2 Kms downstream of its confluence with Dikchu nala) 17.106 Km long HRT housed on the left bank, a 95m high, 30m dia Surge Shaft and an underground power house near Sirwani, to generate 510MW of Power, utilizing a gross head of 200m.

The Layout of the project is shown in the Fig 1 below.



1.4 SALIENT FEATURES

| | |
|----------------------------|---|
| State | Sikkim |
| River | Teesta |
| Dam site | 2 km downstream of the confluence of Dikchu nala and Teesta river near Dikchu village |
| Access to the project from | - Distance from dam site – 140 km |
| Bagdogra Airport | -Powerhouse site - 110 km |
| Nearest Railhead | New Jalpaiguri & Siliguri |

HYDROLOGY

| | |
|--------------------|-------------|
| Catchment area | 4307 sq. km |
| Free drainage area | 2020 sq. km |

RESERVOIR

| | |
|-----------------------------|-------------|
| Full Reservoir Level (FRL) | EL 579.00 m |
| Min. Draw Down Level (MDDL) | EL 568.00 m |
| Gross storage upto FRL | 13.52 MCM |
| Submerged area | 67.75 ha |

DAM

| | |
|----------------------------|------------------|
| Type | Concrete Gravity |
| Height from river bed | 88.60 m |
| Top of dam | EL 583.20 m |
| Length of dam | 182.5 m |
| Max. water level | EL 580.72 m |
| Full Reservoir Level (FRL) | EL 580.72 m |
| Width of top | 7.5 m |

SPILLWAY

| | |
|-------------------------------------|-----------------------------|
| Design flood | 9500 cumec (PMF) |
| Type | Central Ogee shape |
| Crest level | EL 540.00 m |
| Maximum head over crest (w.r.t FRL) | 39.00 m |
| Type of gate | Radial- Sluice |
| Number & Size | 5 Nos. (9m wide × 12m high) |
| Energy dissipation | Trajectory bucket |
| Top of road | EL 583.2m |

Power House

Underground Power House near Sirwani, East Sikkim Consisting of 3 units of 170 MW each
