

**NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)**



CIN: L40101HR1975GOI032564

E-Tender Document (Open)

For

**“Providing and fixing Grab bar in toilets at NHPC
Office, Sec-33, Faridabad”**

Tender Reference No.: NH/CCW/CCII/CO-293/PR10023/327

March 2024

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SECTION - I

NOTICE INVITING TENDER (NIT)

NHPC LIMITED
(A Government of India Enterprise)
 Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

Notice Inviting (Open) E-Tender (NIT) -Web Notice

Online bids (e-tender) are invited in single stage- two part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited (A Govt. of India Enterprise) from eligible Sole Domestic Bidders for **“Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad”** on Open Tender Basis.

1. The complete bid/ tender document can be viewed and downloaded from GeM Portal <https://gem.gov.in>. The brief details of the tender are as under:

Sl. No.	Item	Description
i)	Nature of Bid Process	Through GeM Portal
ii)	BID No.	GEM/2024/B/XXXXXX
iii)	Tender Reference No.	NH/CCW/CC-II/CO-293/PR10023/327
iv)	Estimated Cost	Rs 2,59,912/- (Rs Two lakh Fifty Nine Thousand Nine Hundred Twelve only)
v)	Bid Life Cycle (From Publish Date)	90 days
vi)	Bid Offer Validity (From End Date)	120 days
vii)	Completion Period	20 Days
viii)	GeM Bid Issuing Authority	General Manager (CC-II), 2 nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Bid Start Date/Time	06.03.2024 (Published time as per GeM portal)
ii)	Online Bid End Date/Time	06.03.2024 As per GeM portal)
iii)	Bid Opening Date/ Time (Technical-bid)	06.03.2024 (Half an hour after bid submission deadline)
iv)	Price bid/ Financial Bid Opening Date	Date & time to be intimated later to the bidders whose Techno-Commercial bids will be found responsive

3. For more details, refer the NIT/Bid published on GeM .

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts (Civil) Division,
2nd Floor, NHPC Office Complex,
Sector-33, Faridabad-121003 (Haryana),
Tele # 0129-2270596
E-mail: contcivil2-co@nhpc.nic.in

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1. General:

1.1 Online bids (e-tender) under single stage- two part bidding basis i.e. Technical-bid and Financial Bid for and on behalf of NHPC Limited for the work **“Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad”** on Open Tender Basis as per enclosed Schedule of Quantity & Price. The complete tender can be downloaded from GeM Portal <https://gem.gov.in>.

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

- i) Section-I- Notice Inviting Tender (NIT),
- ii) Section-II- Instructions to Bidders (ITB),
- iii) Section-III- Forms and Schedules,
- iv) Section-IV- , Special Conditions of Contract*, Scope of Work, Technical specification, Form of Agreement.
- v) Section-V- Schedule of Quantity and Price

*The special conditions of ontract, shall be read and construed along with the “General Terms & Conditions” of GeM and in case of any conflict or inconsistency between these Special conditions and General Terms & Conditions of GeM; provisions of special conditions of contract shall prevail.

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

1.4 Instructions for online bid submission:

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

1.5 ASSISTANCE TO BIDDERS:

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- ii) Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at <https://gem.gov.in/userFaqs>
- iii) For any technical queries please call at **GeM Portal Helpdesk Number (Toll Free): 1800-419-3436; 1800-102-3436**
E-mail: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem@gov.in)

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

2. Eligible Bidder:

2.1 The Invitation for Bid is open to :

- a) All Domestic bidders who are registered legal entity i.e. Firm/ Company/ Proprietary firm (Except Joint Venture).

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

b) General Criteria:-

- i) To qualify for the award of the contract, each bidder should have in the last five years (28 days prior to the deadline for online submission of Bid), satisfactorily completed, as prime contractor, at least similar work equal in value as under:

- a) Minimum 1 completed assignment of value Rs. 2.08 Lakh or more
or,
b) Minimum 2 completed assignments each of Rs. 1.30 lakh or more
or
c) Minimum 3 completed assignments each of Rs. 1.04 Lakh or more.

In support, firms should furnish self-attested copies of contracts/agreements/ work orders and Completion Certificates issued by clients.

“In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates shall also be produced along with experience certificate”.

Similar work means – Supply/ Fixing/Repair in

“Construction of Buildings”

OR

“Repair & Maintenance (Civil related works) of Buildings”

OR

“Renovation / Construction of Toilets”

- ii) The bidder shall have PAN, EPF No. duly issued by the RPFC and GST No.

c) **Financial Criteria/turnover:**

Achieved in any one year in last three-year ending **FY 2022-23** a minimum financial turnover of at least. **Rs. 78,000/-**.

- d) All bidders who are **Class-I Local Supplier** under Public Procurement (Preference to Make in India) order for Goods/ Services/ Works issued by Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as amended. Further, Local content / Class-I local supplier etc. defined in ITB clause 19, in this regard bidders must submit undertaking as per Format-6.

Verification of local content:

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

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

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

2.2 Bidders should not have been banned/ de-listed/ black listed/ de-barred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings . Self-declaration in this regard is to be submitted as per the enclosed proforma (Format-7).

2.3 .Deleted

2.4 The Bidder, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. Self-declaration in this regard is to be submitted as per enclosed Proforma (Format-10).

2.5 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting

documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

2.6 Provisions related to Make in India:

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

The above criteria shall be subject to compliance of following:

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

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

4. Clarification of Bidding Documents:

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

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

5. Amendment of Bidding Documents:

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

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

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

6. Language of bid:

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

7. Bid Currency:

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

8. Bid Offer Validity:

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

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

9. Preparation, Receipt and Signing of Bid:

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

9.1 Online Submission:

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

- i) Copy of Registration certificate issued from the appropriate Govt. agency for Firm/ Company/ Proprietor & Value of assignment along with TDS certificate as per **Clause 2.1** of ITB.
- ii) Documentary evidences in support of the Qualification Criteria & Experience as per **Cl. No. 2.2** of ITB.
- iii) Declaration in respect of banning/ de-listing as per **Clause 2.3** of ITB (Format-7).
- iv) Annexure- A Guidelines on banning business dealings as per (Format-12).

- v) Declaration regarding Insolvency and Bankruptcy Code 2016, as per Clause 2.5 of ITB (Format-10).
- vi) Deleted.
- vii) Tender Form, Form of Declaration, ECS Form, Bid Proforma as per format appended in Section-III (Format-1 to 4).
- viii) Declaration regarding MSMED Act as per **Clause 16** of ITB (Format-5).
- ix) Declaration regarding applicability of Start-ups under Start-up India initiative (Format-9).
- x) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-III (Format-8).
- xi) Declaration regarding Class-I local supplier under Public Procurement as per **Clause 19** of ITB (Format-6)
- xii) Self-declaration in respect of benefit under MSEs/ Startups (Format-11)
- xiii) Notarized Power of Attorney in respect of the person authorized for signing the Bid with authority of the executant to execute the POA as per Clause 9.9 of ITB
- xiv) Goods and Services Tax Registration No., PAN, EPF Registration No, ESI Reg. No.
- xv) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

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

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

9.2 Offline Bid/ Hard copy/ Supporting documents: Deleted

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

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

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

9.6 The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions)

enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.

- 9.7 The bidder shall submit rate analysis of quoted price if so desired by the Employer.
- 9.8 Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection.
- 9.9 The Contract shall be for the whole Works, based on the 'Schedule of Quantity and Price' submitted by the Bidder.
- 9.10 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The notarized power of attorney of the signatory of the Bid to commit the Bidder with authority of the executant to execute the same (by the way of Board Resolution, Article/ Memorandum of Association etc.) shall be furnished with the bid.

10. Modification, Substitution and Withdrawal of Bid:

- 10.1 The server time of GeM Portal will be considered as standard time for referencing the deadline for submission of the bids (i.e. Bid End Date & Time) by the bidders, opening of bid etc. The bidder should follow this time during bid submission.
- 10.2 No bid shall be withdrawn or modified/ revised in the interval between the bid submission deadline and the expiration of the Bid Validity period specified in the bid document. Withdrawal or modification of a bid during this interval will result in the invocation of its bid security declaration and further their bid shall be considered non-responsive.

11. Opening of Bids by Employer:

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

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

- 11.2 Online Technical Bids (i.e. Part-I) shall be opened first.
- 11.3 Part-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per **Clause 2** as well as techno-commercially responsiveness as per **Clause 12** of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 11.4 The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be

opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened online in presence of Bidder's representatives who wish to be present at the notified time and place. Bidder(s) can also view Bid opening event on the GeM portal <https://gem.gov.in> at their end.

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

12. Examination of Bids and Determination of Responsiveness:

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

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

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

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

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

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

13. Evaluation and Comparison of Bids:

The Employer will evaluate and compare the Part-II i.e. Financial Bid/ Price of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with **Clause 12** of ITB.

14. Preference for in favour of MSEs:

Purchase preference will be applicable as under:

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

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

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

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

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

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

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

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

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

- 15.1 The Employer will award the Contract to the Bidder who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 2** of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to **Clause 13** of ITB.
- 15.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 15.3 In case two or more bidders are evaluated lowest (L-1), all those lowest bidders (L-1) shall be asked to participate in the Snap bidding at NHPC office and they will be required to submit their fresh financial bid in sealed envelope on spot basis. In case of snap bidding, the bid will be finalized with the bidder whose bid emerges to be the lowest on the basis of snap bidding in presence of bidders participating in the snap bidding.
- 15.4 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the “Letter of Acceptance/ Letter of Award”, which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- 15.5 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with NHPC on non-judicial paper of appropriate value as per Stamp Act in the format appended within 10 days from the date of issue of Letter of Acceptance/ Letter of Award.

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

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

17. Contacting the Employer:

- 17.1 Subject to ITB Clause 12.4, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.
- 17.2 Any effort by a Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award may result in rejection of the Bidder’s bid.

18. Corrupt, Fraudulent, Collusive or Coercive Practices:

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

- a) for the purposes of this provision, the terms set forth below shall mean as under:
 - i) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

19. Definition of Make in India and Purchase Preference to Make in India:

Definition of Make in India:

A) Definitions

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

Class-I local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.

B) Verification of local content:

- a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered

meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made.

- b) 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.

SECTION – III

FORMS AND SCHEDULE

TENDER FORM

General Manager (CC-II),
Contracts (Civil) Division,
NHPC LTD, NHPC Office Complex,
Sector-33, Faridabad-121003, Haryana.

- 1. We have read and examined the following tender documents relating to "Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad".
a) Notice Inviting Tender (NIT)
b) Instructions to Bidders (ITB)
c) Form of Declaration, ECS form, Bid Proforma, Declaration/ Undertaking under MSMED Act, 2006, Declaration of Ineligibility, Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules
d) Conditions of Contract
e) Form of Agreement & Performance Bank Guarantee Form
f) Schedule of Quantity and Price
g) Amendment issued in pursuance to Clause No. 5 of ITB.
2. We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications and other details given herein and at the rates contained in Schedule of Quantity and within the period(s) of completion as given in Conditions of Contract and subject to such terms and conditions as stipulated in the bid document.
3. We agree to keep this tender open for acceptance as specified in NIT and also agree not to make any modifications in its terms and conditions on our own accord.
4. We agree that if we fail to keep the validity of tender open, as aforesaid and /or we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

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

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

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

Name
Signature
Designation
Name of Company
Date

FORM OF DECLARATION

M/s-----(**name of Bidder**) having its registered office at ----- (hereinafter referred to as `the Bidder') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for **“Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad”**, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and
- 6) we confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act. 2006 are applicable/ not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Employer.

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

Dated:

For and on behalf of the Bidder
(To be signed by Power of Attorney Holder)

ECS – Form

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

No. :

1. BIDDER'S NAME : _____
 a) ADDRESS : _____
 b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

- a) BANK NAME : _____
 b) BRANCH NAME : _____
 c) ADDRESS : _____
 Telephone No. : _____

- d) IFSC CODE OF THE BANK :
 (For payment through RTGS)

- e) ACCOUNT TYPE :
 (S.B. Account/ Current Account
 or/Cash Credit with code 10/11/13)
- f) ACCOUNT NUMBER : _____
 (As appearing on the Cheque Book)

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

Date: _____
 Signature of the Bidder

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

(Bank's Stamp)

Date: _____
 Signature of the Authorized
 Official from the Bank

BID PROFORMA

- | Sl. No. | Description of information | Replies by the bidder | | | | |
|---------|--|--|-----|----------|--|--|
| 1. | Name of the Firm/ Company | : | | | | |
| 2. | Complete Address of Regd./Head Office | | | | | |
| | i) Postal | : | | | | |
| | ii) Telephone/ Fax | : | | | | |
| | iii) E-mail | : | | | | |
| 3. | Complete Name and Communication address of Bid Signatory | | | | | |
| | i) Name & Designation | : | | | | |
| | ii) Postal | : | | | | |
| | iii) Telephone/ Fax | : | | | | |
| | iv) E-mail | : | | | | |
| 4. | Former name of Firm/ Company (if any) | : | | | | |
| 5. | Type of the Firm /Company
(Proprietary/ Partnership/ Private Ltd. Co./
Public Ltd. Co.) | : | | | | |
| 6. | Whether MSE or Start-up
(tick in the appropriate box) | : | | | | |
| | | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">MSE</td> <td style="padding: 2px;">Start-up</td> </tr> <tr> <td style="width: 20px; height: 15px;"></td> <td style="width: 20px; height: 15px;"></td> </tr> </table> | MSE | Start-up | | |
| MSE | Start-up | | | | | |
| | | | | | | |
| 7. | Year and place established | : | | | | |
| 8. | Are you registered with any Government/
PSU (if yes, give the details) for work of
similar nature covered under the specifications | : | | | | |
| 9. | Have your Company ever been declared
Bankrupt (if yes give the details) | : | | | | |
| 10. | Whether the Prices quoted are firm/variable | : Firm | | | | |
| 11. | Validity period of tender, reckoned after
the deadline date for online bid submission. | : As per NIT | | | | |
| 12. | Rate of Taxes & Duties as applicable | | | | | |
| | i) Rate of GST | : @ 18 % as included | | | | |
| | ii) Any other taxes/ duties (please specify): | @% as included (To be specified by the bidder) | | | | |

13. Whether furnished & filled all schedules/ :
annexure appended to tender document
14. Goods and Services Tax No. (GSTIN) :
15. (HSN/ SAC code) :
16. EPF No. :
17. PAN :

Station : _____

Date: _____

For & on behalf of _____

Signature : _____

Name : _____

Designation: _____

(of the authorized representative of the bidder)

Official Seal of the Company:

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

Subject: Declaration as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006.

Micro, Small and Medium Enterprises Development Act, 2006 has been introduced w.e.f. 02.10.2006. Following are the relevant provisions of the Act as regard to registration of enterprise:

8 (1) Any person who intends to establish,-

- a) a micro or small enterprise, may, at his discretion; or
- b) a medium enterprise engaged in providing or rendering of services may, at his discretion; or
- c) a medium enterprise engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, shall file the memorandum of micro, small or, as the case may be, of medium enterprise with such authority as may be specified by the State Government under sub-section (4) or the Central Government under sub-section (3):

Provided that any person who, before the commencement of this Act, established-

- a) a small scale industry and obtained a registration certificate, may, at his discretion; and
- b) an industry engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, having investment in plant and machinery of more than one crore rupees but not exceeding ten crore rupees and, in pursuance of the notification of the Government of India in the erstwhile Ministry of Industry (Department of Industrial Development) number S.O.477(E), dated the 25th July, 1991 file an Industrial Entrepreneurs' Memorandum, shall within one hundred and eighty days from the commencement of this Act, file the memorandum, in accordance with the provisions of this Act.

2.0 Authority as referred to in aforesaid section is the General Manager, District Industries Centre/District Level Officer in Directorate dealing with such enterprises of State Government.

3.0 The existing and revised Classification of enterprises is as mentioned below. The revised Classification enterprises is **effective from 01.07.2020**.

Sl. No.	Type of Enterprise	Existing Classification		Revised Classification
		Manufacturing Industry*	Service Industry	
1.	Micro	A micro enterprise, where the investment in Plant and Machinery or	A micro enterprise, where the investment in	A micro enterprise, where the investment in Plant and

		Equipment does not exceed Rs. 25 Lakhs.	Equipment does not exceed Rs. 10 Lakhs.	Machinery or Equipment does not exceed Rs. 1 Crore and turnover does not exceed Rs. 5 Crore.
2.	Small	A small enterprise, where the investment in Plant and Machinery is more than Rs.25 lacks but does not exceed Rs.5 Crore.	A small enterprise, where the investment in Equipment is more than Rs.10 lacks but does not exceed Rs.2 Crore.	A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crore and turnover does not exceed Rs. 50 Crore.
3.	Medium	A medium enterprise, where the investment in Plant and Machinery is more than Rs. 5 Crore but does not exceed Rs.10 Crore.	A medium enterprise, where the investment in Equipment is more than Rs. 2 Crore but does not exceed Rs. 5 Crore.	A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crore rupees and turnover does not exceed Rs. 250 Crore.

*engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951.

Note: (i) The existing enterprises registered prior to 30.06.2020, shall continue to be valid only for a period up to 31.12.2021. Hence, till 31.12.2021, the registered bidders, who wish to submit valid MSE registration documents, other than Udyam Registration Certificate, as proof of being a MSE, shall submit a certificate by a Chartered Accountant, for audited turnover as per MSME Notification S.O. 2119 (E) dt. 26.06.2020.

(ii) Online generation of Udyam Registration Certificate, by the entrepreneur, is available from 01.07.2020. As per MSME Notification S.O. 2119 (E) dt. 26.06.2020, from 01.01.2022, Udyam registration shall be the ONLY valid MSME Registration Document.

4.0 As such, it is requested to provide the confirmation as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006 to your firm by submitting the declaration/undertaking.

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)

Format-6**Name of Work: Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad**

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

Item Description	Country of Origin	% of Local Content
Providing and fixing Grab bar in toilets at NHPC Office, Sec-33, Faridabad	India	More than 50%

Declaration of Ineligibility

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

(Seal & Signature of the Bidder)

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

(To be submitted on letter head)

To,

M/s NHPC Ltd.

Sub.: Tender no.....

Dear Sir,

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

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

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

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

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

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

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

DECLARATION REGARDING APPLICABILITY OF START UPS UNDER START UP INDIA INITIATIVE

Subject: Declaration as regard to applicability of Startup India Initiatives

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

- a) If it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India; and
- b) up to seven years from the date of its incorporation/ registration; however, in the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration; and
- c) if its turnover for any of the financial years since incorporation/ registration has not exceeded Rupees 25 crores; and
- d) if it is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

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

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

- i. be a private limited company (as defined in the Companies Act, 2013) or a limited liability partnership (as defined under the Limited Liability Partnership Act, 2008) which is incorporated on or after the 1st day of April, 2016 but before the 1st day of April, 2019, and
- ii. be working towards innovation, development or improvement of products or processes or services, or should be a scalable business model with a high potential of employment generation or wealth creation, and
- iii. obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification as constituted by Department of Industrial Policy and Promotion from time to time.

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

-----Sd-----

Declaration/Undertaking

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

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

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

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

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

(Authorized Representative of Firm)

Format-10

[To be 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.

Format-11

[To be uploaded online (scanned copy)]

“Self-Declaration by the Bidder”

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

Guidelines on Banning Business Dealings

1.0 Introduction

- 1.1 NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.
- 1.2 Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. **“Party / Contractor/ Supplier / Bidder/Vendor”** in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.

- iii) “**Competent Authority**” and ‘**Appellate Authority**’ shall mean the following:
- a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - *Competent Authority: CMD*
 - *Appellate Authority : Board of Directors*
 - b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - *Competent Authority: Concerned Director/Executive Director as the case may be*
 - *Appellate Authority: CMD /Concerned Director as the case may be*
 - c) For works awarded/under Tendering from Corporate Office /Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - *Competent Authority in case of works awarded/under Tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.*
 - *Competent Authority: Head of the Unit not below the rank of General Manager*
 - *Appellate Authority: Next higher authority*
- iv) “**Investigating Committee**” shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

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

5.0 Suspension of Business Dealings.

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

of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office). In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.

- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

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

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. 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 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

7.7 Effect of Banning

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

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

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

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dt.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) 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 were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

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

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

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

ii) **Banning of joint Venture:**

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

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

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

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.
- (d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

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

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period 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-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

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

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

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

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

Appellate Authority :

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

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

2. Your Appeal reference Dt.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC.

Format-13 Deleted

SECTION – IV

CONDITIONS OF CONTRACT

- a) SPECIAL CONDITIONS OF CONTRACT**
- b) FORM OF AGREEMENT**

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following special conditions, shall be read and construed along with the “General Terms & Conditions” of GeM and in case of any conflict or inconsistency between these Special conditions and General Terms & Conditions of GeM; provisions of these special conditions contained herein shall prevail.

1. Scope of Work

- a) The scope of work includes providing and fixing of **212 no. Grab** bars of required size and specification as mentioned in BOQ in toilets, located in different buildings at various floors of NHPC office complex, sector-33, Faridabad.
- b) If any item required to be executed other than items listed in BOQ (Schedule of quantity and price) shall be executed by the contractor after approval of Engineer in charge. Contractor shall execute the items as per departmental requirement and directions of Engineer in charge.
- c) The work is required to be completed within stipulated time of 20 Days. All resources are to be deployed accordingly to ensure the completion of the work on time, otherwise penalty shall be levied as per relevant contract clauses.
- d) Contractor shall arrange his own accommodation for his employees. No accommodation shall be provided to stay in the NHPC office Complex during day /night/Off days .
- e) Bidders are advised to visit the site before submission of their bid.

2. PRICES:

Prices shall be Firm and on F.O.R destination basis i.e. NHPC Limited Corporate Office Complex, Sector-33, Faridabad inclusive of charges for Supply, packing, handling, forwarding, Transportation, Loading, unloading, transit insurance, support service during warranty, Octroi if applicable etc. along with installation, testing & commissioning as per scope of work and all applicable taxes & duties including those assessed on the Employer.

3. TAXES & DUTIES:

3.1 GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor, except for the supplies for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc.

3.2 All applicable taxes, duties & levies including Goods & Service Tax (GST) etc., and those assessed on the Employer as applicable Twenty-Eight (28) days prior to last date of online bid submission, shall be included in Price Bid. The contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits.

3.3 Bidder(s) shall declare HSN/SAC for the individual items in their Technical Bid. Any change in the rates of corresponding HSN/SAC (as mentioned by the bidder/ Contractor in their bid) shall only be considered for reimbursement/ adjustment under Clause 3.4 below. The same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law. The HSN / SAC as mentioned by bidders shall be final and binding. Contractor shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way be responsible for any kinds of errors / omissions / mistakes of bidders in this regard. Further, benefits on account of the Input Tax Credit (ITC), if any, shall be passed onto Employer.

3.4 Statutory variation, in Taxes and Duties or levy of any new Tax after Twenty Eight (28) days prior to last date of online bid submission will be adjusted / reimbursed against production of documentary evidence. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor.

3.5 No other taxes and duties shall be payable / reimbursable by the Employer.

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

3.7 The GSTIN of NHPC Limited, Corporate Office, Faridabad is 06AAACN0149C1Z3.

3.8 Tax Collection at Source (TCS) under Section 206 C (1H) as applicable under Income Tax Act will be ensured by the Contractor. TCS wherever statutorily required under Income Tax Act shall be deposited by the Contractor as per extant rules. After filing the required Returns to Income Tax Department, necessary TCS Certificate will be provided to Employer within the prescribed time limit so that Employer can get the credit of such TCS.

3.9 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 the GST Law.

4. DELIVERY PERIOD:

The supply/work shall be completed in all respect (as per scope of work) within 20 days from the date of issue of purchase order/ Letter of Award. If the Contractor commits default in the commencement of work, 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. The supplier shall fully ensure the completion as per schedule and will remain vigilant all the time for the same.

5. PAYMENT TERMS:

5.1 100% payment shall be released after successful completion of the work upon production of following documents including acceptance thereof.

a) GST Invoice.

.

5.2 Deleted.

5.3 Statutory taxes like income tax, TDS, WCT etc. as applicable shall be deducted from the payment.

Note: Mode of payments shall be through electronic mechanism (ECS/NEFT/RTGS etc) as per the details provided by the Contractor.

In case of MSE

All the payments (i.e. payments which are measured and accepted) for the supplies and / or services [as applicable] rendered by MSEs (Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty five (45) days from the day of acceptance.*

*Day of Acceptance means - day of the actual delivery of goods or the rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen (15) days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier.

In case, payment are not released as mentioned above, Employer shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve bank of India from time to time. In case of MSEs, 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, CINU74999MH2016PLC 281452, and 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 Limited 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.

In case of non-MSE

All the payments (i.e. payments which are measured and accepted) for the supplies and / or services [as applicable] rendered by non-MSEs (non-Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice /bills from the contractor/supplier complete in all respect. In case, payments are not released as mentioned above, NHPC Shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% p.a.”

7.0 LIQUIDATED DAMAGE:

If the Supplier fails to attain completion of the Supply of the material including installation and fixing or any part thereof within the prescribed time for completion under clause 4.0 or any extension thereof (due to delays not attributable to the Supplier), the contractor shall pay to the Purchaser liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price.

8.0 GUARANTEE /WARRANTY:

Minimum 12 months from the date of fixing. The contractor will provide unconditional replacement warranty/Guarantee for all material / other material as per Schedule of Quantity against defects arising out of faulty materials and workmanship etc. complete for a period of 12 (twelve)months from the date of completion. In case of any problem during warranty/Guarantee period the contractor shall will do rectification of the problems immediately.

9. Performance Security Deposit: Deleted

10. Electricity:

During the execution of work, power is required to be arranged by the contractor. The contractor shall keep acoustic DG Set of adequate capacity to meet their power requirement. However, power may be provided by the employer on chargeable basis For NHPC Office Complex: - @ Rs. 15.69 per unit. or as applicable in Office Complex, but not shall be binding to the employer i.e. NHPC ltd.

11. The Contractor shall ensure that his staff members & workers shall not be in a state of intoxication and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force. Awareness about local laws on this issue shall form part of the induction training by the Contractor.

12. The Contractor shall provide and maintain all temporary services on or about the site required for satisfactory execution of the works abiding by his obligations and shall remove them on completion to the satisfaction of the Engineer-in-Charge.

13. Deleted

14. **Paying Authority:** - DGM (Fin)/ Group Sr . Manager (Finance)/Sr. manager (finance) , Misc. bills, NHPC Ltd. shall be paying authority for the work.

15. **Consignee:** - Sh. Sanjay Kumar, GSM (electrical)- EMS Division.

TECHNICAL SPECIFICATIONS AND SAFETY MANUAL

- 1)** Unless otherwise specified, technical specifications of work shall generally conform to the relevant CPWD specifications of the latest edition including amendments thereafter.
- 2)** Works not covered under paras as stated above , shall be carried out as per relevant Indian Standard specifications or Code of practice and/ or as instructed by the Engineer-In-Charge or his representative.
- 3)** Safety Manual of NHPC as in force will be applicable for this contract.

FORM OF AGREEMENT

(On Non Judicial stamp paper of appropriate value)

This agreement is made on _____ day of _____ Two Thousand ----- between the NHPC Ltd., a Company registered and existing under the Laws of India and having its registered Office at NHPC Office Complex, Sector-33, Faridabad (Haryana) (hereinafter referred to as the "Employer/ Client" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part and M/s _____ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Client is desirous that certain Works should be executed by the Contractor, viz: ----- and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) General Conditions of Contract,
 - iii) Special Conditions of Contract
 - iv) Schedule of Quantity and Price;
 - v) any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy the defects therein in conformity in all respect in accordance with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

For and on behalf of the Contractor

For and on behalf of NHPC Ltd.

Signature-----
 (Designation)-----
 Place:
 Witnessed by:
 1.-----
 2.-----

Signature-----
 (Designation)-----
 Place:
 Witnessed by:
 1.-----
 2.-----

SECTION – V

SCHEDULE OF QUANTITY AND PRICE

SCHEDULE OF QUANTITY & PRICE (BILL OF QUANTITY)

Name of Work: Name of work - Providing and fixing Grab bar in toilets at NHPC Office complex, Sector-33, Faridabad).

Tender Ref. No.: NH/CCW/CC-II/CO-293/PR10023/327

BOQ				
S. N.	Description of item	Unit	Qty.	Total Quoted amount including GST (Rs.)
1	Providing and fixing on wall, Stainless steel 32 mm dia Grab bar of length 300 mm of Grade SS 304 with SS Crews etc. complete as per approved make & direction of engineer in charge.	Each	212	To be quoted online
	Total including GST @18% in Rs.			

For information only

Note:-

- 1) Bidder shall indicate bid prices in Indian Rupees only.