

- It is to be mentioned that under MSE, only manufacturer's quoting his own make are exempted from submission of EMD, else bid shall be rejected. Traders/Dealers are required to submit the EMD.
- It is clarified that Udyog Aadhaar Memorandum (UAM) is not Valid w.e.f. 01.07.2022. Hence, the bidder seeking exemption in EMD shall submit valid UDYAM Registration Certificate or any other valid exemption certificate only.
- For any clarifications please Email on: [pnc-chamera1@nhpc.nic.in](mailto:pnc-chamera1@nhpc.nic.in)

**For & On behalf of NHPC Ltd.**

Dy. General Manager,  
Procurement & Contract,  
Chamera Power Station-I,  
Khairi, Distt-Chamba (HP)-176325  
Phone no 01899-263022, Mob. No. 7042864422.

इमेल/Email: [pnc-chamera1@nhpc.nic.in](mailto:pnc-chamera1@nhpc.nic.in)

## **ADDITIONAL TERMS & CONDITIONS (ATC)**

### **(I) Qualification Requirement:**

**Name of Work:** Supply and installation of Low pressure air dryer of 550 CFM along with Suitable Line Filters and associated accessories such as Pipes & fittings for installation for Chamera-I Power Station.

**(Estimated Cost: Rs.11,86,343/- including GST)**

### **1) The bidders must fulfil the following minimum Qualifying Criteria:**

A.) The Bidder should be Original Equipment manufacturer (OEM) of Low pressure air dryer of 550 CFM.

OR

Authorized dealer of a Original Equipment manufacturer (OEM) of Low pressure air dryer of required configuration to quote on behalf of their manufacturer, in case manufacturer does not quote directly. In such a case, the authorized dealer shall have to submit relevant "Authorized Dealership" certificate from the manufacturer.

Only agencies submitting a general Dealership or Authorization certificate issued by the manufacturer, without reference to any specific tender and having validity of such authorization for the considerable duration shall only be considered for determining the eligibility of the Bidder for the particular tender. Authorization issued with reference to the specific tender in favour of particular dealer/bidder will not be entertained.

B.) In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/ quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/ manufacturer will be rejected.

C.) A valid ISO certification of manufacturer for manufacturing the specified equipment/system should be submitted with the bid.

D.) Bidder should have supplied at least two similar equipments/system of required capacity in previous seven years. The equipment supplied should have performed satisfactorily for one year from the date of commissioning.

The definition of the similar equipment shall be "**Low pressure air dryer of 550 CFM**".

### **2) FINANCIAL CRITERIA:**

A.) Average annual financial turnover during the last three (03) financial years, ending 31st March of previous financial year should be at least 50% of the Estimated Cost.

B.) In case the turnover is more than Rs. 1 Crore, the prospective bidder is required to furnish the copy of audited Balance Sheet and P&L account.

C.) In case the turnover is less than or equal to Rs. 1 Crore, the prospective bidder is required to submit the copy of annual turnover duly certified by Chartered Accountant in case audited Balance Sheet and P&L account are not being maintained by the prospective bidder.

**Documents to be submitted by bidder in support of their meeting the specified Qualification Requirement (QR) shall be as under:**

- (i) The bidder should submit authenticated copies of supply order for the type/model /make of offered equipment alongwith completion/commissioning and performance report issued by various clients in support of para 1.1(D) above.
- (ii) The Bidders should furnish the performance report from the clients, in support of para 1.1(D) above.
- (iii) The reference date for considering the period of eligibility / qualification requirement above shall be the last day of the month previous to the one in which tenders are invited.
- (iv) For conversion to US\$ the exchange rate at the end of the respective accounting year shall be considered.
- (v) The bidder against whom proceedings for insolvency under Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

**The equipment being procured is a critical part to be installed in Power House, *the exemption of prior experience & prior turnover for MSEs and Start-up will not be considered.***

**(II) TERMS AND CONDITIONS OF CONTRACT (T&C)**

**1.0 Scope of Supply/Contract:**

**Supply and installation of Low pressure air dryer of 550 CFM along with Suitable Line Filters and associated accessories such as Pipes & fittings for installation for Chamera-I Power Station.**

**2.0 Prices and Taxes & Duties:**

2.1 Prices shall be Firm and on F.O.R destination basis i.e. Central Store, Chamera Power Station-I, Khairi, Distt-Chamba (HP) inclusive of charges for packing, handling, forwarding and transportation, insurance and all applicable taxes & duties *including those assessed on the Employer.*

*Further, the contract unit rates shall also be after taking into account the Input Tax credit and other benefits.*

2.2 Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids (*including on Transportation*), shall be mentioned in Price Bid i.e. SoQ. **(Annexure-A)**

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

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

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

2.5 *Invoices and other documents submitted by contractor/supplier for payment under interim Payment Certificate/Final Payment Certificate or any other payment under the contract shall be in accordance with the GST Law.*

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

2.6 The GSTIN along with relevant details for Chamera Power Station-I has been indicated below for your ready reference.

Name of Project / Unit	:	NHPC LIMITED, Chamera Power Station-I
Address of Principal place of business/ Additional place of business	:	PO-KHAIRI, TEHSIL-DALHOUSIE
State	:	Himachal Pradesh
State Code	:	02
GSTIN	:	02AAACN0149C1ZB
Principal place of business for the purpose of GST	:	Khairi, Distt-Chamba (HP)-176325.

### 3.0 **Transit Insurance:**

Material shall be insured under open transit insurance policy no. 36160021240200000001, Period of insurance Dated:03.04.2024 to 02.04.2025) of Chamera Power Station-I, NHPC Ltd with The New India Assurance Co. Ltd., Asst. Manager (Mkt), Admin. Officer (D)-Divisional Office, Dalhousie Road, Distt- Pathankot-145001. Photocopy of invoice and dispatch instruction should invariably be sent to the Insurance co. Through phone 0186-2221702/2224842, mob. No. +91-9888646546/+91-9814299703, through email-id v.sharma69@yahoo.com, s.chander@newindia.co.in. It may please be ensured that the insurance company sends the confirmation/acknowledgement of declaration of goods insured under transit/dispatch by means of return fax or through auto generated reply emails.

4.0 **Terms of Payment:** As per SCC and upon production of following documents. All bank charges shall be borne by the firm.

#### **Detail of Documents:**

- i) Evidence of dispatch (GR / LR/E-Way bill etc.)
- ii) Invoice along with detailed packing list.
- iii) Insurance Intimation/Cover
- iv) Warrantee Certificate
- v) Performance Bank Guarantee and its acceptance thereof.

#### **In case of MSE:**

All the payments 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\*.

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

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

#### **In case of non-MSE:**

All the payments 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, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

**5.0 Delivery Period:** As per SCC.

#### **6.0 Liquidated Damages:**

If the Supplier fails to attain completion of the supply of the material or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ $\frac{1}{2}$  (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. However cost compensation for any time extension shall not be paid.

#### **7.0 Performance Guarantee:**

Performance security should be deposit within 28 days of receipt of Order, the Supplier shall furnish to the Engineer-in-Charge/Consignee a performance security in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure- XII** of ATC Document herewith for an amount equal to **Five percent (5%)** of the originally awarded contract price by way of guarantee valid upto 90 days beyond the period of Eighteen (18) months (reckoned after one month trouble free operation of complete Unit) for the due and faithful performance of the delivery along with the other terms and conditions agreed to. Performance security shall not be released till Liquidated damage, if any, is pending for recovery.

If the supplier does not submit the performance security within the stipulated period due to any valid reason. Tender inviting Authority may grant time extension for submission of performance security based on the request of supplier. In case, the supplier does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the supplier within 14 days from the date of intimation by tender inviting authority in from of bank demand draft/Banker Cheque in favour of 'NHPC Limited', otherwise the same shall be recovered from any payment due or become due against bills/ any other amount lying with

NHPC.

The delayed submission of Performance Security by the supplier shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for delivery period or any other type of claim on account of delayed submission of performance security shall be entertained. If supplier fails to submit the performance security within 45 days (for the supply having time for delivery–up to 12 months) or 60 days (for the supply having time for delivery–more than 12 months) from the date of issue of Letter of Award (LOA), then following actions shall be taken against such supplier:

- I. Award shall summarily be terminated.
- II. EMD /Bid security shall be forfeited.
- III. The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- IV. The name of the supplier shall be hosted on the NHPC website etc. as per existing norms of NHPC /Govt. of India.
- V. Such defaulted supplier shall not be eligible to participate in the bidding process of re tender of this supply.

The supplier shall at his own cost get the validity period of bank guarantee furnished by him extended from time to time till 90 days beyond the completion of the supply i.e. (from date of commissioning) as per the provisions of the contract. He shall furnish the extended/revised Bank Guarantee to the Engineer-in-charge one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Engineer-in-charge/Consignee within the specified period of one month, the Employer entirely at his discretion shall be at liberty to encash the aforesaid bank guarantee.

The Performance Security / Security deposit shall be released after successful delivery of the entire supply, including extension, if any. However, the performance security shall not be released till compensation, if any, is pending for recovery.

The Performance Security/Security deposit amount will not earn any interest for the whatsoever period detained by NHPC. Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: <b>NHPC Limited</b>
Account No.: <b>11538537066</b>
IFSC Code: <b>SBIN0008844</b>
Address of the Bank: <b>State Bank of India, Khairi, Chamba (HP)</b>

## 8.0 Guarantee / Warrantee:

The equipment/items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 18 months from the date of commissioning. During the Warrantee period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within 07 days, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

**9.0 Inspection: As per SCC**

**10.0 General:**

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

**11.0 Engineer-In-Charge:**

Dy. General Manager (E), Power House, NHPC Limited, Chamera Power Station-I, Khairi shall be Engineer-In-Charge of the aforesaid contract. E-mail: [pchem-chamera1@nhpc.nic.in](mailto:pchem-chamera1@nhpc.nic.in); Ph# 9816502126

**12.0 Consignee:**

Sr. Manager (Stores), NHPC Limited, Chamera Power Station-I, Khairi, Distt-Chamba (HP).  
E-mail: store-chamera1@nhpc.nic.in. Ph# 9816503278

**13.0 Paying Authority:**

Group Sr. Manager (Finance), NHPC Limited, Chamera Power Station-I, Khairi, Distt-Chamba (HP). finance-chamera1@nhpc.nic.in. Ph# 9818591968

**14.0 Court of Competent Jurisdiction:**

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the District Court, Chamba/ HP High court, Shimla.

**15.0 Technical Parameters:**

Detailed Technical Specifications, SCC and QAP are enclosed at **Annexure- B, C & D.**

**Schedule of Quantities/SoQ**

Supply and installation of Low pressure air dryer of 550 CFM along with Suitable Line Filters and associated accessories such as Pipes & fittings for installation for Chamera-I Power Station.					
Sl.No.	Description	Qty	UoM	HSN Code	GST %
1	Low pressure air dryer of 550 CFM along with Suitable Line Filters and associated accessories as per Technical Specifications.	01	Set		

**Note:** Bidder is required to quote total price **including GST, any other taxes and charges** for the tender against the estimated cost of Rs. **11,86,343/-**. However, the bidder shall provide the Price breakup if required by the buyer.

**TECHNICAL SPECIFICATION**

**1. Scope of Work:**

The specification covers the design, manufacture, supply, delivery and installation of Low pressure compressed air dryer along with Suitable Line Filters and associated accessories such as Pipes, valves, NRV & fittings (elbow, tee etc.) for installation. The LP air dryers shall be used at underground power house of CHAMERA-I Hydro Power Plant of NHPC. The scope shall cover following:

- a. Design, manufacturing, supply and delivery of one no. of Low pressure compressed air dryers along with Suitable Line Filters and associated accessories such as Pipes, fittings, NRV & isolating valve/ ball valve etc. for installation.
- b. Installation, testing and commissioning of Complete Air dryer unit along with line filter with existing system.

**2. Design standards:**

The system and equipment shall be designed, built, tested and installed to the latest revisions of the following applicable standards. In the event of other standards being applicable, they will be compared for specific requirement.

<b>Standard</b>	<b>Description</b>
IS 11989	Compressed Air Dryers

There should have an electronic control panel system to ensure proper dryer operation. Air dryer should be able to deliver compressed air to the machine according to ISO – 8573-1:2010, class-4.

**3. Specific Parameters and Design Consideration:**

The minimum capacity of air dryer shall be 550CFM so that dryer can dry the air during running of all the compressors. Air dryer shall be regenerative type to dry the humid air. General schematic drawing is shown for information.

Air dryer must be compact, energy efficient and designed for stringent tropical weather conditions. Air dryer shall have Cross flow compact high efficiency plate & fin type of heat exchanger with improved pre-cooling. There must be provision for adjustment of the dryer's cooling capacity at different working conditions. Hot gas by pass valve should be provided to maintain a stable pressure dew point (2°C to 3°C) & avoid freezing during extended un-load run operation. Compressor shall be hermetically sealed.

Air dryer shall be accessibility to majority of serviceable parts with one panel opening, Inlet/outlet connection's on one side giving accessibility on remaining 3-sides.

Air Dryers shall be cooled by an axial fan(s) installed in the top of each unit. The pressure switch allows the cooling fan(s) to adjust the dryer's cooling capacity at different working conditions.

To ensure that there is no risk of freezing within the dryer a hot gas by-pass valve shall acts as the controller for the whole refrigeration circuit. The hot gas by-pass operates according to the refrigerant pressure within the evaporator. Dryers shall be equipped with a no-loss drain as a standard feature.

Each Air dryer shall be provided with suitable capacity of 03 (three) line filter(s) explained below:

- **General Purpose Protection**

- Particle removal down to 1 micron including coalesced liquid water and oil, providing a maximum remaining oil aerosol content of, 0.5 mg / m<sup>3</sup> @ 21° C (flanged) and 0.1 mg /m<sup>3</sup> @ 21° C (casted). The filtration level should be as per ISO – 8573-1:2010, Class-1.

- **High Efficiency Oil Removal Filtration**

- Particle removal down to 0.01 micron including water & oil aerosols, providing a maximum remaining oil aerosol content of 0.01mg / m<sup>3</sup> @ 21° C, The filtration level should be as per ISO – 8573-1:2010, Class-1

- **Activated Carbon Filtration**

- Oil vapour and hydrocarbon odour removal, giving a maximum remaining oil content of < 0.003 mg / m<sup>3</sup> (< 0.003 ppm) (excluding methane) @ 21° C, The filtration level should be as per ISO – 8573-1:2010, Class-1.

Line filter shall be provided with provision for indication of differential pressure drop and operating efficiency. Line filter shall be provided with metallic body and shall be suitable for temperature upto 80 °C.

The input data is mentioned below for information of supplier:

- Existing Compressor Type: Screw type, Oil lubricated, Air cooled
- Mode of operation of compressor: Intermittent
- Volume of air receiver: 1000 lts & 3000 Ltrs
- Effective air pressure: 10.5 Bar
- Temperature of compressed air: 60° C
- Pressure dew point of compressed air: 2 to 3° C
- Oil presence in compressed air:
- Cooling : Air Cooled
- Coolant temperature: Atmospheric
- Dryer location: Indoor
- Power Available: 415V, 50Hz

#### 4. Climatic Conditions:

The climatic conditions at site under which the material shall operate satisfactory are as follows:

- Maximum ambient temperature (Deg. C) :- 45 Deg. C
- Minimum ambient temperature (Deg. C) :- 2 Deg. C
- Relative Humidity: 95%

- Height above Sea Level (m) :- 545M (machine centreline)

#### **5. Functional Characteristics:**

Compressed air dryer unit shall be capable of supplying continuously compressed dry air and shall be complete with line filter along with associated accessories. The Compressed air dryer unit shall be mounted on common skid. Compressor unit shall be provided with canopy of suitable thickness to reduce noise level.

#### **6. Control Panel:**

Control panel shall have LCD/LED display. Built in protection systems, should be provided for safe and fail-safe operation of the complete dryer system. Individual alarms should be provided for high and low dew point. Control panel shall have digital dew point indication, remote on/off function, terminal for remote alarm, phase loss & reversal protection etc.

#### **7. Specific Technical Parameter:**

- Type of air dryer: Refrigeration type
- Mode of operation of air dryer: On-Off operation
- Min. Flow Rate: 550 cfm at 10.5 bar
- Working Pressure : 10.5 Bar
- Type of compressor: Hermetically sealed rotary/ Scroll.
- Maximum Inlet Temp : 60° C
- Dew Point : not more than 2-3° C
- Cooling : Air Cooled
- Controller : Electronic
- Air connection: 1.5" BSP
- Noise level: Maximum 65db (A) at normal load condition, one meter away from the unit.
- Refrigerant Gas: Ozone Friendly gas as per latest Govt. Directives (Dryer with R-22 gas is not acceptable).
- Minimum ingress protection of Control panel: IP 55
- Maximum Power consumption: 4.0 KW.
- Maximum pressure drop allowed across dryer: Maximum 0.3 bar.
- Position of air dryer: as per space availability. (Space Constraint LxWxH- 850 x 1000 x 1500 mm)

#### **8. Drawing & Manual:**

The bidder shall submit following document with technical bid:-

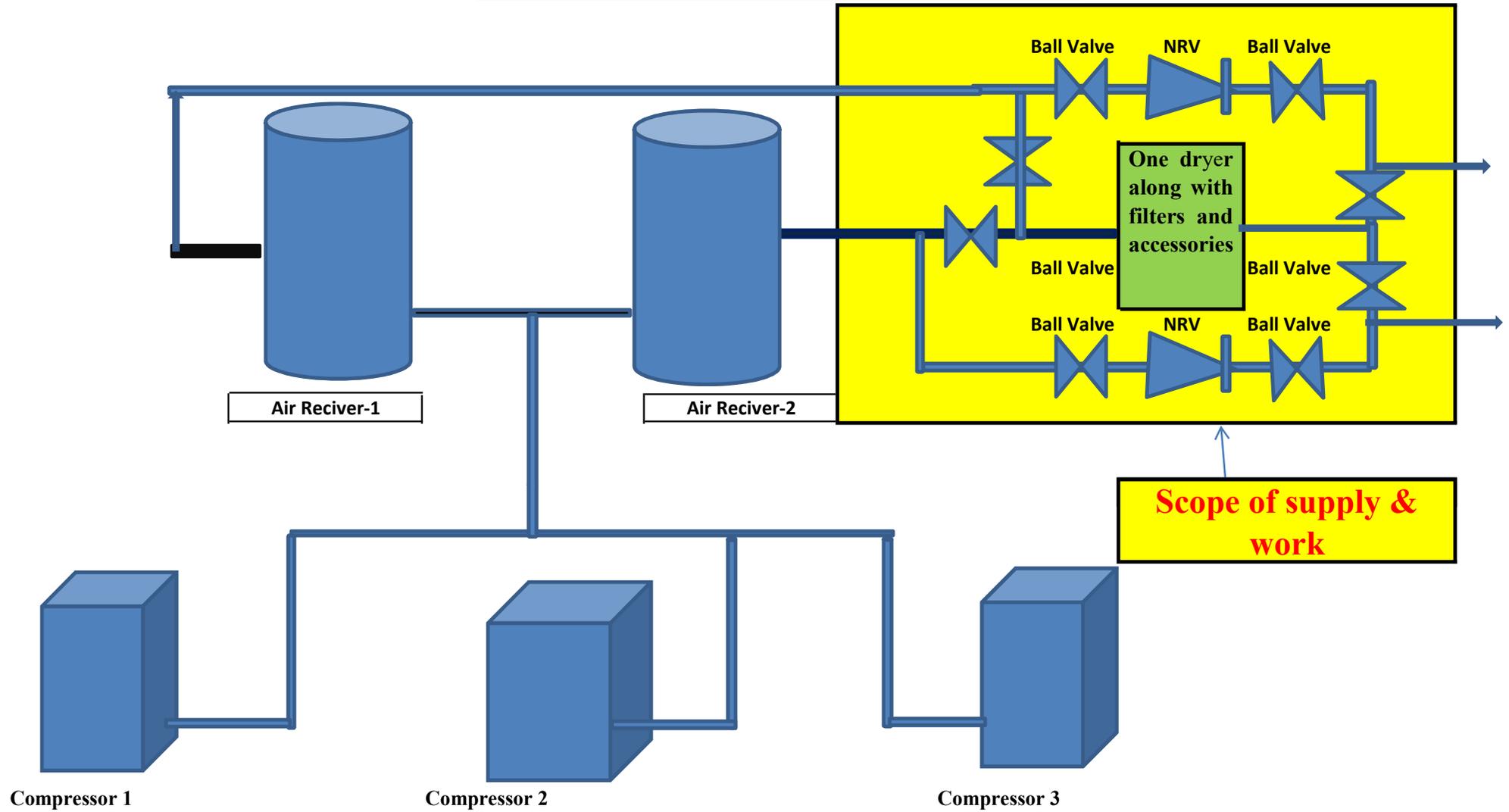
- a. Manufacturer's leaflets of dryer and line filters showing technical details.
- b. General arrangement drawing and wiring details.
- c. Technical Data Sheet of dryer and line filters.
- d. Firm shall submit required certification of all line filters conformance to ISO: 8573-1 :2010.

- e. Operation & Maintenance Manuals, which shall include all the details such as assembly- disassembly procedure, drawings, part list, trouble shooting, spare part list and other relevant technical details of dryer and line filters.

**9. Special conditions:**

- (i) **Accessories:** Necessary Hoses, Pipes, Connectors, bends, unions, elbows, valves etc.of suitable size and capacity as per single line diagram (attached) and Cables between Compressor, Air Dryer and Line Filter are to be supplied for installation. Installation of Complete air dryer unit with filter shall be in scope of supplier. Tentative length of pipe line & power cable shall be approx. 40mtr and 20 mtr respectively.
- (ii) **Civil Works:** Requirement of civil work, if any for the erection of the Air dryer are to be mentioned in the quotation.
- (iii) **Packing:** Air dryer & filters shall be dispatched in suitable packing to avoid ingress of dust and handling, transit and storage.

# Schematic diagram of the arrangement



**Special Condition of Contract**

- 1) PAYMENT TERMS:** As it is highly critical item for the power house, 100% payment shall be released after one month trouble free operation of complete Unit..
- 2) COMPLETION TIME:** Supply of material including Design, engineering, manufacturing, supply after successful inspection, transportation and installation of material shall be completed within **18 (Eighteen) weeks** from the date of issue of supply order.
- 3) INSPECTION:** Inspection shall be carried out by Authorized representative of purchaser at the works/premises of the Supplier as per QAP before dispatch of material by the Supplier (in view of the schedule date of delivery, at least 15 days advance intimation from date of material readiness to be given to Engineer-In-Charge by supplier for deputing its representative to carry out inspection).Necessary assistance for conducting the inspection shall be provided by the Supplier free of cost.
- 4) FINAL ACCEPTANCE:** Final acceptance shall be after erection and commissioning of the complete Air dryer at CPS-1 by the vendor to the full satisfaction of Engineer-in-Charge for which performance of the complete supplied system shall be checked and verified.
- 5) PROJECT LOCATION:** Chamera-I Power Station, located on the bank of Ravi river about 35 km from Banikhet of Dalhousie town of Himachal Pradesh and about 110 km from the nearest railhead at Pathankot. The test/ work is required to be carried out at under-ground powerhouse.

**QUALITY ASSURANCE PLAN (MODEL)**

PROJECT:

CLIENT: NATIONAL HYDROELECTRIC POWER CORPORATION LTD.

VENDOR :

NIT/P.O. REFERENCE:

NAME OF EQUIPMENT: LP Compressed Air  
Dryer

SR · N O.	ITEM /COMPONENTS & CHARACTERIS TICS	NATURE OF CHECKS	QUANTU M OF CHECKS	REFERENC E DOCUMENT S/ ACCEPTAN CE NORMS	RECO RD FORM AT	INSP. AGENCY			REMAR KS
						Perfor m	Witnes s	Verif y	
1	<b>Air Dryer</b>								
1.1	<b>Fan &amp; Motor</b>								
a)	Make, Type & Rating	Visual	100%	As per approved document	TC	3/2	-	1	TC
2	<b>Air Dryer including Control</b>								
a)	Dimensional check	Measurem ent	-do-	-do-	TC	3/2	-	1	TC
b)	Acceptance Test								
i)	Tested air flow (in SCFM)	Measurem ent	100%	As per approved document/ technical specification	JIR	3/2	1	-	CHP
ii)	Pressure dew point ( in deg celsius)	-do-	-do-	-do-	JIR	3/2	1	-	CHP
iii)	Power Consumption	-do-	-do-	-do-	JIR	3/2	1	-	CHP
iv)	Pressure drop (in bar)	-do-	-do-	-do-	JIR	3/2	1	-	CHP
v)	Noise Level	-do-	-do-	-do-	JIR	3/2	1	-	CHP
c)	Functional Test	-do-	-do-	-do-	JIR	3/2	1	-	CHP
3	<b>Painting &amp; Preservation</b>	Measurem ent	-do-	-do-	TC	3/2	-	1	TC

Note:

a. In 'Inspection Agency' column figure 1,2, or 3 to be filled. 1- will indicate 'NHPC', 2- will indicate 'supplier' & 3- will indicate 'sub-supplier'.

b. In 'Remarks' column following abbreviations shall be used - RR-Review of Records, T.C. - Test Certificate Submission & CHP - Customer Hold Point.

c. Test certificates shall be submitted at the time of final inspection.

Signature

Signature &amp; Seal

NHPC (QA&amp;I) DEPT.)

(VENDORS Q.C. DEPT. OR REPRESENTATIVE)

**ANNEXURE-I***(to be filled and uploaded online)***BID PROFORMA**

- | Sl. No. | Description of information  | Replies by the bidder   |     |          |  |  |
|---------|---|---|-----|----------|--|--|
| 1.      | Name of the firm :  |   |     |          |  |  |
| 2.      | Complete address of Regd./Head Office<br>i) Postal :Telephone/Fax<br>ii) E-mail :   |   |     |          |  |  |
| 3.      | Former name of the Firm (if any) :  |   |     |          |  |  |
| 4.      | Type of the firm<br>(Proprietary/Partnership/ Private Ltd. Co./<br>Public Ltd. Co.)   |   |     |          |  |  |
| 5.      | Whether MSE or Start-Up:<br>(tick in the appropriate box)   | <table border="1"><thead><tr><th>MSE</th><th>Start-Up</th></tr></thead><tbody><tr><td></td><td></td></tr></tbody></table> | MSE | Start-Up |  |  |
| MSE     | Start-Up  |   |     |          |  |  |
|         |   |   |     |          |  |  |
| 6.      | Year and place established :  |   |     |          |  |  |
| 7.      | Are you registered with any Government:<br>Public Sector Undertaking/DGS&D/NSIC<br>(if yes, give Details) for supply of similar<br>Items/Equipments covered under the<br>Specifications |   |     |          |  |  |
| 8.      | Have your Company ever been declared<br>Bankrupt:<br>(if yes, give details)?  |   |     |          |  |  |
| 9.      | Validity period of tender, reckoned from :<br>the last date of online bid submission  | <b>120 days</b>   |     |          |  |  |
| 10.     | Whether all technical particulars, drawings<br>etc., are furnished and filled: in all schedules,<br>appended to the tender documents.   |   |     |          |  |  |

11. Rate of Taxes & Duties : (Mention here only % rates as applicable)

1. Supply/Installation: : .....(%)

a) GST : .....(%)

b) Any Other Tax, If any

2. Transportation Charges: : .....(%)

a) GST : .....(%)

b) Any other taxes & duties etc.

12. Goods & Services Tax Identification No. (GSTIN):

13. Whether all terms & conditions and technical specifications as per NIT are accepted: Yes / No

Station: \_\_\_\_\_

Date: \_\_\_\_\_

For & on behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

*(of the authorized representative of the bidder)*

Official Seal of the Company:

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) ACCOUNTTYPE : \_\_\_\_\_  
:(S.B. Account / Current Account  
or /Cash Credit with  
code10/11/13)

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

**ANNEXURE-III**

*(to be filled and uploaded online)*

**DECLARATION / UNDERTAKING under MSMED Act, 2006**  
**(As per guidelines issued by Ministry of MSME time to time)**

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

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

- B) I/We also confirm that We are MSEs owned by SC/ST 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)

-----

**DECLARATION REGARDING APPLICABILITY OF START-UPS UNDER START-UP INDIA INITIATIVE**

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)**

**ANNEXURE-V***(to be filled and uploaded online)***Declaration Regarding No Deviation****(to be submitted by bidder)**

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

Signature &amp; Seal of Bidder

**ANNEXURE-VI**

*[to be filled and uploaded online (scanned copy)]*

***(Declaration regarding insolvency 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 for Self Certification under Preference to  
“MAKE IN INDIA” Policy  
(Refer Clause No. 2.8 & 3.4.4 of ITT)  
CERTIFICATE**

In line with Government Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_  
(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

<b>Item Description</b>	<b>Country of Origin</b>	<b>Class/% of Local Content</b>
Low pressure air dryer of 550 CFM along with Suitable Line Filters and associated accessories as per Technical Specifications		

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Note: This ‘Declaration’ should be on the letter head of Manufacturer/bidder.

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

**(To be submitted on Letterhead)**

To,

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 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 price.

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 price. Further, any additional benefit of ITC if available shall be passed on to the employer.

Further, we hereby confirm that our quoted prices are duly considered maximum possible benefits 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 further by the Contractor/ Supplier under any GST Refund/Exemption or Subsidy Scheme, the same shall be passed on to the Employer.

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

Place:

Date:

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

**ANNEXURE-IX**

*[To be uploaded online (scanned copy)]*

**Declaration for Income Tax Return Filing Status  
(u/s 206AB/206CCA of Income Tax Act.1961)  
(To be submitted on letter head)**

We hereby confirm that we have filed the income Tax Return (ITR) for last financial year for which the time limit of filing return of income u/s 139(1) has already expired as on the date of this declaration

1. Status of filing of Return of income:-

Financial year	Acknowledgment ITR Number	Date of filing
Previous year immediately preceding the financial year in which tax is to be deducted / collected		

2. Threshold limit for tax deducted at source ('TDS') and tax collected at source ('TCS')

This is to declare that the aggregate of TDS and TCS for Financial Years (Previous year immediately preceding the financial year in which tax is to be deducted / collected) is Excess of 50,000/- in our case.

3. OUR PAN number is:-

--	--	--	--	--	--	--	--	--	--

4. We further declare that information furnished above is true and correct. In case any part of the above declaration is untrue/false, we undertake to indemnify the Company shall recover the TDS amount from us along with Interest and Penalty.
5. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected is enclosed herewith.
6. The ITR Acknowledgments/ screen shot from the income tax website indicating the filing of return for Previous year immediately preceding the financial year in which tax is to be deducted / collected shall be submitted after filing the same within the time allowed under Section 139 (1) of income tax Act. 1961.

Place:  
Bidder]

Date:

[Signature of Authorized Signatory of

Name:

Designation:

**Note:** The bidder is required to submit copy of ITR Acknowledgment in support of above declaration.

**ANNEXURE-X**

*(To be filled and uploaded online)*

**Land Border Sharing Declaration FORM – 1A**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.  
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

(To be submitted by the bidder on Company's letter head)

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/We certify that M/s .....(mention bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that M/s.....(mention bidder name) fulfills all requirements in this regard and is eligible to be considered.

Evidence of valid registration by the Competent Authority is hereby attached.

Date ..... 202 \_

(Seal & Signature of Authorized Signatory)

**ANNEXURE-XI**

*(To be filled and uploaded online)*

**(Declaration regarding Banning of Business)**

**Self-Declaration by the Bidder**

I/We, M/s \_\_\_\_\_ (Name of Bidder) hereby certify

That I/We have not been banned/de-listed/blacklisted/debarred from business on the grounds mentioned in Para 6 of Guidelines on Banning of Business dealings (Annexure-A to Integrity Pact).

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

(Seal & Signature of Bidder)

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

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

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

Bank Guarantee No. ....  
Date .....

To,

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

Dear Sirs,

In consideration of the .....[Employer's Name].....(hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name].....with its Registered/Head Office at .....(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated..... and the same having been acknowledged by the Contractor, for ...[Contract sum in figures and words] for ..... [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*)..... of the said value of the aforesaid work under the Contract to the Employer.

We .....[Name & Address of the Bank] ..!..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all money payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....(+)......[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of

relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s.....(name of the contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed .....(\*).....
- ii) This Bank Guarantee shall be valid up to .....(+). .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at .....

WITNESS

Signed for and on behalf of the Bank

.....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)/with Staff Authority No.  
Complete Address of Bank with Tel., Fax. No.

Notes:

- 1. This sum shall be **Five percent (5%)** of the (iii). Accepted Contract Amount denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the issue of Defect liability Certificate as specified in the contract.

(+) This date will be the date of issue of Defect liability Certificate.

- 2. Bank Guarantee should be executed on appropriate Stamp papers of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution/issuance of Bank Guarantee. The name of the purchaser should appear at the back side of the stamp paper in the Vendors stamp. Bank Guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation, signature/Power of Attorney No. as well as telephone/fax numbers with full correspondence address of the Bank.

In case the same is issued by a first class international bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

- 3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.

4. The issuing Bank shall write the name of bank's controlling branch/Head office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/Head office, if so required.
5. Bidders shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: **NHPC Limited.**

Account No.: **11538537066.**

IFSC Code: **SBIN0008844.**

Address of the Bank: **State Bank of India, Khairi, Chamba (HP).**

\*\*\*\*\*

## INTEGRITY PACT

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

The Pre-contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt/fraudulent/ collusive/coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided below is a basic qualifying requirement.

Pre-contract Integrity Pact, is to be executed on plain paper with NHPC Ltd. at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

To oversee the compliance under the Integrity pact, **Sh. Vinod Agrawal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.)** have been appointed as an Independent External Monitors (IEM) by the Purchaser. The Contact Address of IEM is as under:-

Sh. Vinod Agrawal, IAS (Retd.)  
B-103, Sarvodaya Enclave,  
2nd Floor, New Delhi-110017.  
Email: iem.nhpc@gmail.com

Shri Prabhash Singh, ITS (Retd.)  
E7 M702, Housing Board Colony,  
Arera Colony, Bhopal,  
Madhya Pradesh-462016.  
Email: iem.nhpc@gmail.com

(To be filled and uploaded online)

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

**(Format of Integrity Pact)**  
**PRE CONTRACTINTEGRITY PACT**

**Between**

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

**And**

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

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for -----  
----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.  
.....

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

NOW, THEREFORE,

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

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

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

**1.0 Commitments of the Employer**

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

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

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

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

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

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

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

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

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

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

3.5 Deleted.

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

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

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

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

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

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

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

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

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

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

3.15 In case of sub-contracting, the bidder/ principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

#### **4.0 Previous Transgression**

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

#### **5.0 Earnest Money (Security Deposit)**

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT).

#### **6.0 Sanctions for Violations**

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) Deleted.

(v) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

(vi) Deleted .

(vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (**Annexure-A**), which may be further extended at the discretion of the Employer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.

(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7.0 Independent External Monitor(s)**

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

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

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

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

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

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

7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

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

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

## **8.0 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or

its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9.0 Law and Place of Jurisdiction**

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

**10.0 Other Legal Actions**

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

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

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

**11.0 Validity**

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/Contractor

(Office Seal)

(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness1. \_\_\_\_\_  
(Name and address)

Witness1. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

2. \_\_\_\_\_  
(Name and address)

Guidelines on Banning of Business Dealings

**1.0 Introduction**

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

**2.0 Scope**

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

**3.0 Definitions**

*In these Guidelines, unless the context otherwise requires:*

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

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

#### **5.0 Suspension of Business Dealings.**

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region / Corporate Office (in case the works awarded/ under Tendering from Corporate office). In case of work falling in the competency of HOP and below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate Office suspension shall be effective at Corporate Office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Appendix– I**

#### **6.0 Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any

other public sector enterprises, during the last five years;

- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

## **7.0 Procedure for Banning of Business Dealings**

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/ Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout 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 implication 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 the case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the ac/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 / EMD /Performance Security would be forfeited. Payment, if any, made shall also be recovered.

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

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

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

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

## **7.8 Hosting at NHPC website**

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

## **8.0 Appeal against the Decision of the Competent Authority.**

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the Report of the previous 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) no .....dt.you have submitted your bid . (strike out whichever is not applicable).

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

*Brief of the default*

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

This order shall have the following effects:

- i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of Suspension
- ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and Price Bids have already been opened , the tendering process shall be continued
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) a) In case the Firm is in Joint Venture the following would also be applicable:

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

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

**ii) Banning of joint Venture:**

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

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

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

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

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

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

Yours faithfully,

For & On behalf of NHPC

*Note: Strike out whichever is not applicable*

(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 Banning of Business Dealings**

Dear Sir,

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

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

“Brief of the Default may be mentioned”

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

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

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect. The order of Banning would operate for a period of \_\_\_\_\_years/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- vi) a) In case the Firm is in Joint Venture the following would also be applicable:

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

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

ii) **Banning of joint Venture:**

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

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

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

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

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

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

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

Appellate Authority:

Designation:

Address:

Ph. no.

e-mail:

Yours faithfully,

For & On behalf of NHPC

*Note: Strikeout whichever is not applicable*

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s .....

Attn.: Shri .....

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

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

2. Your Appeal reference ..... Dt.....

Dear Sir,

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

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

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

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

## In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defence and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall 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

**Check list/Documents to be submitted with signed and stamped:**

Sl. No.	Particulars	Remarks
01.	2% Rounding of (₹24,000/-) EMD or Self certified Copy of valid Certificate towards exemption of EMD	EMD to be deposited through Demand Draft in favour of "NHPC Limited" payable at Chamera-I Power Station, Khairi, Chamba or RTGS/NEFT in NHPC bank account mentioned in Bid. In case of exemption, a copy of valid Certificate towards exemption of EMD is required to be submitted with bid.
02.	SoQ, Technical Specifications, SCC & QAP (as per Annexure A, B, C & D)	To be uploaded with signed and stamped as acceptance.
03.	Acceptance of Additional Terms and Conditions	To be uploaded with signed and stamped as acceptance or attach deviations, if any.
04.	GST, PAN Card	To be uploaded with signed and stamped
05.	ISO 9001 certificate	To be uploaded confirming as per qualification criteria attached.
06.	Bid Performa (Annexure-I)	To be uploaded with filled-signed and stamped
07.	ECS-Form(Annexure-II)/Cancelled cheque/EFT Mandate	To be uploaded with filled-signed and stamped
08.	Declaration/Undertaking under MSMED Act, 2006 (Annexure-III)	To be uploaded with filled-signed and stamped
09.	Declaration Regarding Applicability of Start-Ups under Start-Up India Initiative (Annexure-IV)	To be uploaded with filled-signed and stamped
10.	No Deviation Declaration (Annexure-V)	To be uploaded with filled-signed and stamped
11.	Insolvency and Bankruptcy Code 2016 (ANNEXURE-VI)	Undertaking regarding proceedings for Insolvency under Insolvency and Bankruptcy Code 2016 act to be uploaded
12.	Declaration Regarding Make in India (Annexure-VII)	To be uploaded with filled-signed and stamped
13.	Undertaking by Bidder towards Anti-Profitteering Clause of GST Act/Rules (Annexure-VIII)	To be uploaded with filled-signed and stamped
14.	Declaration for Income Tax Return Filing Status (Annexure-IX)	To be uploaded with filled-signed and stamped along with copy of ITR Acknowledgment.
15.	Declaration Regarding Land Border Sharing Declaration Form –1A (Annexure-X)	To be uploaded with filled-signed and stamped
16.	Declaration Regarding Banning of Business dealings (Annexure-XI)	To be uploaded with filled-signed and stamped
17.	Integrity Pact (Annexure-XIII)	To be uploaded with filled-signed and stamped
18.	Financial Information	Upload Turnover/Annual report/ Annual Financial statement containing Balance sheet of last 3 years.
19.	Others	Any other information if bidder wanted to submit