



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5428739

Dated/दिनांक : 17-10-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-11-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-11-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Nhpc Limited
Office Name/कार्यालय का नाम	Contracts Enm Corporate Office Nhpc Ltd Sec33 Fbd
Item Category/मद केटेगरी	Custom Bid for Services - Third Party Protection Audit for 16 nos of Power Stations at NHPC as per Scope of Work including Travel Lodging Boarding Charges
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> • Energy Audit Service - Lumpsum Based • Energy Audit Service - Per Resource Per Month Based • Hiring of Consultant for Energy Efficiency Services • Hiring of Third-Party Inspection Agency • Hiring of Consultants - Milestone/Deliverable Based
Contract Period/अनुबंध अवधि	10 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	42 Lakh (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	14160000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	283000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

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

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

Beneficiary/लाभार्थी :

payable at Faridabad
As Per ITB & SCC
(Nhpc Limited)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1727073208.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1727073215.pdf](#)

Instruction To Bidder:[1727262128.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1729158866.pdf](#)

Scope of Work:[1729158906.pdf](#)

Payment Terms:[1729158915.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1729158929.pdf](#)

Custom Bid For Services - Third Party Protection Audit For 16 Nos Of Power Stations At NHPC As Per Scope Of Work Including Travel Lodging Boarding Charges (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Third Party Protection Audit for 16 nos of Power Stations at NHPC as per Scope of Work including Travel Lodging Boarding Charges
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Jaganath Pani	121003,NHPC OFFICE COMPLEX, SECTOR 33, FARIDABAD	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25

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

2. Forms of EMD and PBG

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

NHPC LIMITED
payable at
FARIDABAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The bidder should submit scanned copy of following documents in their technical bid:

- i) Requisite documents as per 'Qualifying Requirements' (Section-0-QR).
- ii) Declaration as per Annexure-I for No Deviation certificate.
- iii) Self-Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II).
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Codes.
- vi) Declaration regarding financial standing of bidder as per Sl. No. 4 of 'Buyer Added Bid Specific Terms and Conditions' (Annexure-V).
- vii) Self-Certificate for make in India compliance (Annexure-VI).
- viii) Details of Past Experience as per Annexure- VII of Bid Document.
- ix) **Bid Security (Earnest Money):**

Bidder shall submit alongwith the bids, the requisite bid security as menti

oned in the tender document. Bid security may be deposited either in the form of Demand draft in favour of 'NHPC Limited', payable at Faridabad or in the form of Bank Guarantee issued by Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma as per Annexure-A of ITB or irrevocable Insurance Surety Bond valid for a period of ninety days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act, 1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Annexure-B of ITB). Failure to do so may prevent a tender from being considered, Bidder has to upload scanned copy of Bank draft / Insurance Surety Bond / BG as proof alongwith the bid and has to ensure delivery of hard copy within 5 days of Bid end date / Bid opening date.

However, in case Earnest money has been submitted by the bidder in the form of demand draft, the information relating to particulars of the bidder's Bank shall submitted by the bidder alongwith the bid in the ECS form attached as Annexure-C of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.

- i) Integrity Pact duly signed & stamped as per format uploaded in the bid document.

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

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

To oversee the compliance of obligation under the Integrity Pact, Dr. Vino

d Aggarwal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs are as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: arsv50@gmail.com
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: srgmhrbpl@gmail.com

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at

the time of tendering/award.

7. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desired and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

8. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by

concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

9. Forms of EMD and PBG

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

NHPC LIMITED
payable at
FARIDABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You/धन्यवाद---

Section- 0 QR**Qualifying Requirements (QR)**

Qualifying Criteria for this bid shall be as mentioned as under herein and shall prevail over other conditions in the bid, in case of any conflict or inconsistency.

The bidders must fulfill the following minimum Qualifying Criteria:-**I Technical Criteria:**

- a) The Bidder should have successfully completed at least two similar works i.e. "THIRD PARTY PROTECTION AUDIT with central or state generating/ transmission utility of capacity of 220 KV and above voltage level substation" or higher during last seven (7) years.

*The reference date for considering the period of previous 07 (Seven) years shall be reckoned from the last day of the month previous to the one in which the bids are invited.

Note:- 1. In support of work experience, bidder shall submit the copy of Supply Orders/ Work Orders/Letter of award with BOQ along with copy of successful completion certificate.

2. In case of experience certificate produced by the Contractors for having executed works for private organizations, TDS certificates shall also be produced along with experience certificate.

3. Bidder should not be the OEM or its authorized representative of any protection system. Self-Declaration shall be submitted in this regard.

- b) Bidders should not have Joint venture with OEM of any protection system. Self-Declaration shall be submitted in this regard.

- c) The bidder should submit PAN, GST registration and duly verified Bank details in ECS Form of Bidder.

II Financial Criteria / turnover:

The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e. (F.Y.2023-2024), should be 42 Lakhs as indicated in the bid document.

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

The certificate from Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period should also contain **UDIN**.

Note: MSEs and Start-ups are exempted from Prior Turnover criteria as mentioned at Sl. No. II above. However, qualifying requirements mentioned at Sl. No. I above is mandatory for all bidders including MSEs & start-ups.

Instructions to Bidder (ITB)

Online electronic bid (through GeM portal) under two cover system is invited on behalf of NHPC Limited (A Public Sector Enterprise of the Government of India) from domestic bidders registered in India for “**Third Party Protection Audit for 16 nos. of Power Stations at NHPC as per Scope of Work including Travel, Lodging & Boarding Charges**”.

1. ONLINE SUBMISSION:**A) Techno-commercial bid:**

Online bid should be submitted containing scanned copy of following documents:

- i) Requisite documents as per ‘Qualifying Requirements’ (Section-0-QR).
- ii) Declaration as per Annexure-I for No Deviation certificate.
- iii) Self-Declaration regarding Insolvency and Bankruptcy Code 2016 (Annexure-II).
- iv) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules (Annexure-III).
- v) Declaration as per Annexure-IV for HSN/SA Codes.
- vi) Declaration regarding financial standing of bidder as per Sl. No. 4 of ‘Buyer Added Bid Specific Terms and Conditions’ (Annexure-V).
- vii) Self-Certificate for make in India compliance (Annexure-VI).
- viii) Details of Past Experience as per Annexure- VII of Bid Document.
- ix) **Bid Security (Earnest Money):**

Bidder shall submit alongwith the bids, the requisite bid security as mentioned in the tender document. Bid security may be deposited either in the form of Demand draft in favour of ‘NHPC Limited’, payable at Faridabad or in the form of Bank Guarantee issued by Indian Nationalized Bank or any Scheduled Bank in India in the prescribed proforma as per Annexure-A of ITB or irrevocable Insurance Surety Bond valid for a period of ninety days beyond the validity period of the bid issued by any Indian Insurance company registered under Insurance Act,1938 or as amended from time to time and approved by the Insurance regulatory development authority of India (IRDAI) in the prescribed format (Annexure-B of ITB). Failure to do so may prevent a tender from being considered, Bidder has to upload scanned copy of Bank draft / Insurance Surety Bond / BG as proof alongwith the bid and has to ensure delivery of hard copy within 5 days of Bid end date / Bid opening date.

However, in case Earnest money has been submitted by the bidder in the form of demand draft, the information relating to particulars of the bidder’s Bank shall submitted by the bidder alongwith the bid in the ECS form attached as Annexure-C of ITB. The earnest money of unsuccessful bidders shall be remitted by the Employer in the above account through ECS mode.

Bidder shall submit requisite EMD related documents like Demand Draft/ Insurance Surety Bond/ Bank Guarantee to Sh. Kamesh Kumar Chaudhary, General Manager (Mech.) Contracts (E&M) Division, Jyoti Sadan, 2nd Floor, NHPC Limited, Sector-33, Faridabad (Haryana)-121003.

- x) Integrity Pact duly signed & stamped as per format uploaded in the bid document.

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

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

To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs are as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: arsv50@gmail.com
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: srgmhrbpl@gmail.com

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

This part of bid should not contain any **“Price information”**.

B) Financial Bid:

- i) **Price-bid-** The Financial Bid (Price Bid) shall be submitted in electronic form on GeM Portal in conformity with the tender specifications on the portal only.

C) Evaluation Criteria:

The subject purchase shall be considered as a whole package.

ANNEXURE-I*(to be filled and uploaded online)***DECLARATIONS****(To be submitted by bidder)**

S. No.	Declaration Type	Declaration	Acceptance/ Rejection
1.	No Deviation Declaration	This is to certify that our offer is exactly in line with your tender enquiry. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.	
2.	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document [including Instructions to Bidder (ITB), Qualifying Criteria, Information for Bidders (IFB), General Terms and Conditions of GeM portal, Special Conditions of Contract (SCC), Scope of Work (SOW), Technical Specifications and Schedule of Quantities & Prices] and we agree to abide by the same unconditionally.	
3.	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect.	

Signature & Seal of Bidder

ANNEXURE-II*[To be uploaded online (scanned copy)]****(Format for declaration by the Bidder)******“Self-Declaration by the Bidder”***

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (Name of the bidder / ~~partner of JV~~ / Parent Holding Company / Sub-Contractor) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work..... (name of the bidder / ~~partner of JV~~ / Parent Holding Company / Sub-Contractor) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) and any suppression of such fact shall render the (name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

(Seal & Signature of Bidder)

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

ANNEXURE-III*[To be uploaded online (scanned copy)]***Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules
(To be submitted on letter head)**

To,

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

Sub.: Tender no.....

Dear Sir,

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

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

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

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

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

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

Place:
 Date:

[Signature of Authorized Signatory of Bidder]
 Name:
 Designation:
 Seal:

ANNEXURE-IV*[To be uploaded online (scanned copy)]*

Name of Work: “Third Party Protection Audit for 16 nos. of Power Stations at NHPC as per Scope of Work including Travel, Lodging & Boarding Charges”.

Bidder’s Name:

Proforma for HSN/ SA Code

Sl. No.	Item Description	Unit	Quantity	HSN / SA Code
1.	Third Party Protection Audit for 16 nos. of Power Stations at NHPC as per Scope of Work including Travel, Lodging & Boarding Charges	LOT	1	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE-V

[To be uploaded online (scanned copy)]

(Format for declaration by the Bidder)

“Self-Declaration by the Bidder”

I/We, M/s hereby confirm that we are neither bankrupt nor under any liquidation, court receivership or similar proceedings.

(Seal & Signature of Bidder)

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

ANNEXURE-VI

[To be uploaded online (scanned copy)]

Self-Certificate for make in India compliance

(Format for declaration by the Bidder)

We *[name of bidder]* hereby confirm, that our bid is in compliance with public procurement order 2017 (preference to Make in India order) with its subsequent amendments.

Date:

Seal & Signature of the Bidder

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

ANNEXURE-VII

(to be filled and uploaded online)

DETAILS OF PAST EXPERIENCE

Details of works Completed in previous 7 years (As per QR) with detailed description.	Supply / Work Order No. and date	Installation /Completion Certificate/ Performance Report No and date.	Details of Substation of 220KV or above	Contractual date of completion (Month & Year)	Actual date of completion (Month & Year)	Name and complete address of the customer

Date:

Signature along with Name & Designation of the authorized person

Place:

For & on behalf of M/s.....
Office Seal

ANNEXURE –A

Bank Guarantee Format for Earnest Money
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called “the Bank”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the Employer”) for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:-

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact. or

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

a) fails or refuses to sign the Contract Agreement when required, or

b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s ----- (name of the contractor).

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

in the capacity of

Common Seal of the Bank with complete address including Tel./fax. Nos.

Staff Authority No. of the officer of the Bank/Signatory

1. Bank Guarantee for Bid Guarantee in original shall be submitted alongwith the bid. However, the issuing bank shall submit an unstamped duplicate copy of bank guarantees directly by registered post (AD) to Employer (authority inviting tenders) alongwith a forwarding letter.
2. The following information should be invariable mentioned on the back side of the bank Guarantee*:
3. The BG should be valid upto 90 days beyond Bid validity period of offer.
4. Beneficiary's (NHPC's) Bank Account detail:

Name of the beneficiary	:	NHPC Limited
Account No.	:	00000010813608692
IFSC Code	:	SBIN0017313
Address of the Bank	:	State Bank of India, CAG-II, New Delhi-110001

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. 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 for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

* Vendor's stamp with full details i.e. name of the Employer in whose favour this stamp paper has been purchased.

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

ANNEXURE – B**Format of Insurance Surety Bond for Earnest Money Deposit**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the Employer”) for the sum of (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - a) fails or refuses to sign the Contract Agreement when required, or
 - b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.
Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Employer (Name of Employer) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

Section-II**GENERAL CONDITIONS OF CONTRACT (GCC)**

These General Conditions of Contract shall be read and construed, along with the General terms and conditions of GeM portal and in case of any conflict or inconsistency between these General Conditions of Contract and General terms and conditions of GeM portal; provisions of these General Conditions contained herein shall prevail.

1. DEFINITIONS

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- i) "Contract" means the Contract Agreement, Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract together with documents (if any), which are listed in Contract Agreement or in the Letter of Acceptance.
- ii) "Services" means the services to be performed by the Consultant in accordance with the Contract.
- iii) "Client" or "Employer" means the party named in the Contract, who employs the Consultant, and legal successors to the Client and permitted assignees.
- iv) "Consultant" or "Contractor" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services and legal successors to the Consultant and permitted assignees.
- v) "party" and "parties" means the Client and the Consultant and "third party" means any other person or entity as the context requires.
- vi) "day" means the period between any one midnight and the next.
- vii) "month" means a period of one month according to the Gregorian calendar commencing with any day of the month.
- viii) "Independent External Monitors (IEMs)" means External Monitor(s) appointed by the Client to oversee the implementation of Integrity Pact.
- ix) "Integrity Pact" means the Pact signed between the Client and Consultant committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- x) "Time for Completion" means the time within which the Services shall be performed by the Consultant in all respect.

2. INTERPRETATION

- i) The marginal words and other headings in the Contract shall not be taken into consideration in the interpretation of these Conditions.

- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii) If there is conflict between provisions of the Contract, the last to be written chronologically shall prevail, unless otherwise specified in the Special Conditions of Contract.

3. CONTRACT PRICE

Contract Price is a lump sum amount stated in Letter of Acceptance.

4. PERFORMANCE SECURITY /SECURITY DEPOSIT:

4.1 As per SCC Clause no.9.0.

- 4.2 The Performance Guarantee shall not be released till Liquidated Damages, if any, is pending for recovery.

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

In case, the contractor does not submit performance security without 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 in performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft / Banker cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

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

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

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

Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time are required to be extended/renewed, and furnish these to the Engineer one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the Engineer. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the Contractor shall forthwith recoup / replace the same at his cost with acceptable Performance Security.

- 4.3 The Performance Security / Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security / Security deposit amount will not earn any interest for the whatsoever period detained by NHPC.
- 4.4 Bidders shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Credit Bank Account Number	10813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank Of India
IFSC Code	SBIN0017313
Account Type	CURRENT
Branch	CAG-II New Delhi (17313)
Branch Address	5 th Floor, Red fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110 001
GSTIN Number of NHPC Limited, Corporate Office, Faridabad, Haryana	06AAACN0149C1Z3

5 REFUND OF SECURITY DEPOSIT

The Security Deposit less any amount due shall, on demand, be returned to the Consultant after Six months from date of issue of Completion Certificate or payment of the final bill, whichever is later. However, the Security Deposit shall not be released till Liquidated Damages, if any, is pending for recovery. No interest on the amount of Security Deposit shall be paid to the Consultant at the time of release of Security Deposit.

6 SUFFICIENCY OF TENDER

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantity and Price, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

7 NOTICES

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail, in person to such Party at their address.

8 TAXES AND DUTIES:

8.1 Taxes, duties, Income tax, GST and other impositions as may be levied under the Applicable Law & regulations including those assessed on the client, the amount of which is applicable as on 28 days prior to last date of submission of bid is deemed to have been included in the Contract Price. However, change in rates of existing tax or levy of New Tax applicable on service of this contract announced after 28 days prior to last date of submission of bid, shall be paid/ adjusted/ reimbursed by the Client in addition to contract price. The Client will reimburse the same to the Consultant on production of satisfactory proof of payment/ other documentary evidence, if any.

Changes in the advance tax rates of Income Tax and GST (on Service) payable to appropriate authorities will not be subject to adjustment.

8.2 The Contract unit rates shall be after taking into account the Input Tax Credit (ITC) and other benefits.

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

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

8.5 The consultant 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.

9. COMMENCEMENT AND COMPLETION OF CONTRACT

9.1 Effectiveness of Contract

This Contract shall come into effect on the date of issue of Letter of Acceptance or such other later date as may be stated in the Letter of Acceptance.

9.2 Commencement and completion period of Services

The services under the contract shall commence from effective date of contract as per **Sub clause 9.1** and completed as per Completion Schedule subject to extensions, if any, in accordance with Contract. Certificate of Completion of services shall be issued by Client.

10 EXTENSION OF TIME

Time shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Suspension of work as per direction of Client or failure of Client to fulfillment of its obligation and variation in Schedule of Quantity.

11 LIQUIDATED DAMAGES:

As per Clause no.7.0 of SCC.

12 FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13 SUSPENSION OF WORK

The Consultant shall on the order of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-In-Charge may consider necessary. The Consultant has no right to suspend the work at any stage unilaterally.

14 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

During the period of their inability to perform the Services as a result of an event of Force Majeure under **Clause 12** or Suspension of work under **Clause 13**, the Consultant shall be entitled for compensation as may considered reasonable by the Engineer-In-Charge in respect of salaries or wages paid only by the Consultant to his such employees who are exclusively retained for the client's work during the periods of such Force Majeure and suspension. In case employee(s) of consultant are engaged partially for the client's work, the wages or salaries shall be reduced proportionally as decided by the Engineer-In-Charge. Consultant shall not be entitled for payment for such employee(s) who are diverted to perform other work during the periods of such Force Majeure and suspension.

15 CONSULTANT NOT TO BE ENGAGED IN CERTAIN ACTIVITIES:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16 OBLIGATIONS OF THE CONSULTANT

The Consultants shall perform the Services set out in the Scope of Services/ Works in accordance with the Contract. Consultant shall notify the Client in writing within 10 Working Days if the Consultant thinks a Client direction is a Variation, and as soon as practicable if the Consultant thinks any other circumstance is a Variation. The notice shall include details of the estimated cost of the Services, likely or estimated impact on the programme and completion date for the Services and make recommendations on how to proceed.

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If it is necessary to replace any person, the consultant shall immediately arrange for replacement by a person of comparable

competence. The cost of such replacement shall be borne by the consultant.

The Consultants and his Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

17 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultant will be responsible for taking out any appropriate insurance coverage including Professional Liability insurance coverage for performance of services under the contract.

18 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

In exceptional circumstances, Client may allow taking up of part services through an expert or Sub-Consultant. The Consultant shall obtain the Client's prior approval in writing before taking such action. However, such approval shall not absolve the Consultant of the responsibility of fulfilling NHPC Limited's requirements.

19 CLIENT'S PROPERTY

19.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

19.2 Anything supplied by or paid for by the client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

20 OBLIGATIONS OF THE CLIENT

The Client shall provide necessary information available with him to the consultant free of cost required to fulfill the consultant's obligation under the Scope of Services.

21 LIABILITY OF CONSULTANT:

The consultant is expected to carry out its/his assignment with due diligence and in accordance with the prevailing standards of the profession.

Subject to additional provisions, if any, set forth in SCC, Consultant's liability under this contract shall be governed by the applicable law.

Except as otherwise specifically provided in Contract, neither party shall be liable for any loss or damage occurring after the completion of the Services.

22 VARIATIONS

22.1 Variations to the Services

The Client may order a Variation to the Services, in writing, or may ask the Consultant to propose a Variation to the Services, the impact of which on the cost, programme and completion date for the Services shall be agreed as stated above in **Clause 16**.

Where the Consultant notifies the Client under **Clause 16**, that any direction or circumstance should be treated as a Variation, the Client shall as soon as

practicable after receiving such notice, but within 30 Working Days, notify the Consultant in writing whether or not it considers the direction or other circumstances to be a Variation.

If the Client does not consider the direction or other circumstance to be a Variation then the Client and Consultant shall attempt to resolve the matter as soon as practicable, and if a Variation entitlement is agreed, proceed as in **Sub-clause 22.2**.

22.2 Agreement of Variations

The Client and the Consultant shall agree, in writing, the value of the Variation and its impact on the programme and completion date for the Services, or the mechanism under which the value and impact on the programme and completion date for the Services will be derived.

Where practicable the value of the Variation and impact on the programme and completion date for the Services shall be agreed between the parties prior to the Variation works progressing.

In the event that the Parties are unable to reach agreement on the value and impact on the programme and completion date for the Services, the matter shall be treated as a dispute and resolved in accordance with Clause 24. Under no circumstances, the Consultant shall suspend the work on account of non-settlement of issues between the parties (i.e. Client & Consultant).

23 PAYMENT TO THE CONSULTANTS:

23.1 Lump Sum Remuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be affixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Scope of Work described in 'Special Conditions of Contract'. However, the Contract Price may only be increased above the amounts stated in **Clause 8** and if the Parties have agreed to additional payments in accordance with **Clause 22**.

23.2 Terms and Conditions of Payment:

- a) The payment of the fees/charges as stipulated in SCC under this Contract will be made in accordance to Terms of payment as stipulated in Special Conditions of Contract. The payment on account for the amount admissible shall be made by the Officer-In-Charge certifying the sum to which the Agency is considered entitled for the services after deducting there from, the amounts already paid and such other amounts as may be required to be withheld/ deductible/recoverable in terms of the Contract/Applicable Law.
- b) **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/ Consultant under the Contract shall be released within forty five days from the receipt of invoice/ bills from the Consultant / Supplier compete 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 @ 6% p.a.

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

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

24 CONFLICT OF INTEREST

The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

25 DEFAULT BY THE CONSULTANT AND TERMINATION OF CONTRACT

If the Consultant:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-In-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-In-Charge; or
- iii) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Client may, after **giving 14days** notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:
 - a) **'Corrupt Practice'** means offering, giving, receiving or soliciting of anything of value to

- influence the action of a public official in the procurement or execution of Contract.
- b) **'Fraudulent Practice'** means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition.
 - c) **'Collusive Practice'** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
 - d) **'Coercive Practice'** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract,
- iv) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-In-Charge,

Then the Client shall have powers to terminate the Contract and forfeit the Performance Security Deposit, by not less than thirty (30) days' written notice of termination to the Consultant.

26 SETTLEMENT OF DISPUTES

- 26.1 If any dispute arises between the Client and the Consultant in connection with, or arising out of, the Contract or the execution of the Works, whether during execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer-In-Charge, an attempt shall be made to resolve the matter in dispute amicably.
- 26.2 Any dispute in respect of which the Client and the Consultant have failed to reach at an amicable settlement pursuant of **Sub-Clause 26.1**, shall finally be referred to the Competent Court at Faridabad, Haryana.

27 AGREEMENT:

The successful bidder (Contractor) shall sign the Contract Agreement (three sets in Original) with NHPC on non-judicial paper of appropriate value as per Stamp Act applicable in the state of Haryana in the format appended within 28 days from the date of issue of Letter of Award. The Contractor shall be provided with one signed original Contract Agreement. The expenses of completing and stamping the agreement shall be borne by the Contractor. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with two (2) true copies of Contract agreement within fifteen (15) days after signing of Contract. Contract Agreement Form is enclosed at **Annexure-I**.

28 ORDER OF PRECEDENCE

In the event of any ambiguity or conflict between the conditions/ sections of Contract Document, the order of preference shall be the order in which the conditions/ sections listed below:

- a) This Contract (GeM) Agreement and the Appendices hereto
- b) Special Conditions of Contract (SCC) & Scope of Work
- c) General Conditions of Contract (GCC)
- d) General Terms & Conditions (GTC) of GeM
- e) Any Other Document

AGREEMENT FORM*(To be executed on non-judicial Stamp paper of appropriate value)***AGREEMENT**

This AGREEMENT is made on the day of BETWEEN

NHPC Ltd., a corporation incorporated under the laws of INDIA and having its principle place of business at NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD-121003, HARYANA (hereinafter called "the Employer"), and which expression shall include its permitted successors and assigns.

M/s and having registered office at (herein after referred to as 'The Consultant') which expression shall include the permitted successors and assigns.

"WHEREAS the Employer is desirous of(hereinafter called 'Goods/ Services') and have invited enquiries vide for the purpose of the work.

AND WHEREAS the Consultant has submitted its tender AND WHEREAS the Employer has accepted the tender of the Consultant and execution of the said work upon the terms and subject to the conditions herein after mentioned below in the agreement.

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

- | | | | |
|------|--------------|---|--|
| i) | Section-I | : | GeM Contract Letter of Award and Integrity Pact |
| ii) | Section-II | : | Special Conditions of Contract (SCC) & Buyer Added ATC |
| iii) | Section-III | : | General Conditions of Contract |
| iv) | Section - IV | : | GeM GTC Any other documents |
| v) | Section-V | ÷ | Any other documents |

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

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

NOW THESE PRESENT WITNESS AND the parties hereto hereby agree and declares as follows.

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

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

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

(For and on behalf of the Supplier/
Contractor)

(For and on behalf of the Purchaser/
Employer)

In the presence of

In the presence of

1.

1.

Section IIISPECIAL CONDITIONS OF CONTRACT (SCC)

These Special Conditions of Contract (SCC) shall be read and construed along with the General Conditions of Contract and in case of any conflict or inconsistency between these Special Conditions of Contract and General Conditions of Contract (GCC), provisions of these Special Conditions contained herein shall prevail. Further, In case of any conflict or inconsistency between these SCC and General Terms & Conditions of GeM Portal, provisions of these Special Conditions herein shall prevail.

1. **Scope of Work:** Third party protection audit shall be conducted by the Auditor/ protection expert(s) deployed for audit as per the scope of work defined in the tender for 16 nos. of Power Stations at site as per Annexure-I. NHPC shall provide SLD, relay settings and other plant data required for protection audit work of each Power Stations.

After issue of Letter of Award, the details of auditor or protection expert(s) deployed for audit having following experience shall be submitted to O&M Division for acceptance/ Consent.

The Auditor or protection expert(s) deployed should have experience in power sector for carrying out at least one 'protection audit with central or state utilities in last five years as below: -

Generating plants with associated 220 KV & above voltage level substation.

or

Transmitting utility of 220 KV & above voltage level substation.

The details of Auditor / Documents supporting the experience of the auditor/expert shall be provided to O&M Division for acceptance/ consent.

2. **Prices and Taxes & Duties:**

- 2.1 **Prices shall be Firm and inclusive of all cost of labour, insurance, EPF charges, all consumables & materials required for completion of Scope of Work** and all applicable taxes & duties including those assessed on the Employer. The quoted rate is inclusive of Travelling, Lodging & Boarding.
- 2.2 **All applicable taxes/Goods & Services Tax (GST) etc.** and including those assessed on the Employer as applicable twenty Eight (28) days prior to last date of online bid submission shall be included in Price Bid.

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Any change in the rates of corresponding HSN/SAC codes as declared in bid shall only be considered for reimbursement/ adjustment under clause 2.4 below and the same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law.

The HSN/ SAC Code as mentioned by the Consultant shall be final and binding.

The Consultant shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way responsible for any kinds of errors / omissions / mistakes of bidders in this regard. The price quoted shall be after taking into account the Input Tax Credit (ITC) and other benefits. Further, benefits on account of the Input Tax Credit (ITC), if any, shall be passed onto NHPC Limited.

- 2.3** No other taxes and duties shall be payable / reimbursable by NHPC. TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by the Employer.
- 2.4** Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.
- 2.5** Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.
- 2.6** Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.
- 2.7** Save as above, GST as applicable and assessed on the Employer shall also be included in the prices/rates, which shall be deducted from the Contractor's/ Consultant's bill and deposited to the concerned authority by the Employer.

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- 2.8** Invoices and other documents submitted by Contractor/ Consultant 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/ Consultant 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.
- 2.9** The GSTIN along with relevant details has been indicated as per Annexure-II.

3. Contract Delivery/ Work Schedule:

The time for completion of work shall be Ten (10) months from the date of issuance of LOA. Completion of work shall mean acceptance of final reports by O&M division and submission of Hard copy of the report in respect all Power Stations by the vendor/ bidder.

- A) Within 15 days from the date of issue of LOA, the Contractor / Consultant shall submit the following to O&M Division:
- (i) Detailed work/tour plan for each 16 nos. power stations. The plan shall be in accordance to the work schedule given below as Table-WS.
 - (ii) Detailed Format for Data Collection related to SLD, relay settings and other plant data required for protection audit work.
 - (iii) Detailed Audit Plan/Format

The above shall be confirmed by O&M division and thereafter, the protection audit of power stations shall follow.

- B) Work is envisaged to be completed in three tranches and phases. The Schedule to Power Stations shall be as follows:

TABLE-WS

SI. No	TRANCH E / PHASE	QTY	SITE VISIT & Audit at site	DRAFT REPORT SUBMISSION	FINAL REPORT ACCEPTANCE
			Time Period for completion of activities from date of issue of LOA		
01	FIRST	05 Power Stations	4 months	5 months	6 months
02	SECOND	05 Power Stations	6 months	7 months	8 months
03	THIRD	06 Power Stations	8 months	9 months	10 months

4. Payment:

Payment shall be made in parts on completion of work as given in the Table-WS by each Power Station: -

- I) Within 30 days after submission of invoice & submission of Performance Bank Guarantee @5% on prorata basis (i.e. total contract value/16) to the Engineer-In-Charge of the respective Power Station after Site Visit of respective Power Station including collection of data and audit at site and confirmation by O&M Division to concerned Power Station.

Payment Amount = 30% of Total Contract Value* / 16

(Note:- *Total Contract value comprises of contract value of all 16 power Stations)

- II) Within 30 days after submission of invoice to the Engineer-In-Charge of the respective Power Station after submission of Draft report to O&M division and confirmation by O&M Division to concerned Power Station.

Payment Amount = 30% of Total Contract Value* / 16

- III) Within 30days after submission of invoice to the Engineer-In-Charge of the respective Power Station after acceptance of final report by O&M Division and confirmation by O&M Division to concerned Power Station. Final report shall be submitted in 4 nos. Hard copies and soft copy for each power station. (2nos. for O&M Division and 2 nos. for Power Stations)

Payment Amount = 30% of Contract Value* / 16

- IV) Within 30days after submission of invoice to the Engineer-In-Charge of the respective Power Station after completion of entire scope of work as mentioned at SI No-01 and issue of completion certificate by O&M division and confirmation by O&M Division to concerned Power Station.

Payment Amount = 10% of total Contract Value* / 16

In case of MSE

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

*Day of Acceptance means - day of the actual delivery of goods or the rendering of

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

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

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

In case of non-MSE

All the payments (i.e. payments which are measured and accepted) for the supplies and / or services [as applicable] rendered by non-MSEs (non-Micro & Small Enterprises) Supplier / Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice /bills from the contractor/supplier complete in all respect.

In case, payments are not released as mentioned above, NHPC Shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% p.a.”

5. **Engineer-In-Charge:** Engineer-in charge shall be Head of respective Power Station or his authorized representative.
6. **Paying Authority:** Head of Finance of respective Power Stations as per Annexure-II.
7. **LIQUIDATED DAMAGES (LD): Clause No. 11.0 Of GCC Is Deleted and Is Replaced with The Following:**

The completion period shall be the essence of contract. If the contractor/ Consultant fails to attain completion time of the scope of work or any part thereof within the prescribed time for completion under SCC clause 3.0 or any extension thereof, the Contractor/ Consultant shall pay to the Employer liquidated damages. The Liquidated damages shall be computed for each power station individually @0.5% per week or part thereof at each phase/tranche of work (as mentioned in Work Schedule Table-WS).

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The aggregate amount of such liquidated damages shall in no case exceed 10% of the total contract value.

8. Facilities to be provided to the Contractor / Consultant at Site:

- a) 230V AC/ 220/110V DC supply, if required, for the audit period shall be provided to the contractor free of charges.
- b) Security for working personnel is the responsibility of the contractor.
- c) Guest House facility may be provided by NHPC on chargeable basis subject to availability of rooms.

9. Performance Securities: -**Clause No 4.1 of GCC is deleted & replaced as under:**

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract for an amount equivalent to 5 (five) percent of Contract price proportionately (Total Contract Price/ 16 to each power station respectively as mentioned in Notification of Award) in currency of the bid with a validity up to 90 days beyond the support service period. The Performance Security shall be submitted either in the form of Crossed Bank Draft in favour of NHPC Ltd., payable at Faridabad or in the form of Bank Guarantee (as per format Annexure-A of SCC) in favour of NHPC Limited payable at Faridabad issued by an Indian Nationalized Bank or any scheduled Bank in India or Insurance Surety Bond (as per format Annexure-B of SCC) valid for a period not less than 90 days beyond the Service support as per contract.

PBG of requisite value to be submitted individually to respective Power Station. All other Terms & conditions shall be as per standard terms & conditions of the Corporation (GCC).

10 SETTLEMENT OF DISPUTES:

As per Clause No.26 of GCC.

11 INTEGRITY PACT:

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

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process and also during implementation of the Contract.

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To oversee the compliance of obligation under the Integrity Pact, Dr. Vinod Aggarwal, IAS (Retd.) & Shri Prabhash Singh, ITS (Retd.) have been appointed as Independent External Monitor (IEM) by the Employer. The Contact address of IEMs are as under:

Sl. No.	Name	Contact Address
i)	Dr. Vinod Aggarwal, IAS (Retd.)	B-103, Sarvodaya Enclave, 2nd Floor, New Delhi-110017 E-mail: arsv50@gmail.com
ii)	Shri Prabhash Singh, ITS (Retd.), CES (Retd.)	E7 M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh-462016 E-mail: srgmhrbpl@gmail.com

Pre-Contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The Successful bidder (Contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Contract agreement.

Note: In case of any change in IEMs or Contact address, same may be updated at the time of tendering/award.

Scope of Work**INTRODUCTION:**

There are number of protection schemes implemented in power house for protection of the equipment and isolation of fault. The reliability of the protection systems can be assessed through periodic checking of the settings and testing the relays. Functioning of the protection schemes in real-time in fault condition can be analyzed to access the correct/intended operation of the relays. Advancement in protection relays also provides an opportunity to phase out old relays with latest relays.

Assessment of the implemented protection schemes/ philosophy & settings in the power station which includes protection of Generator, Transmission line, Transformer, Reactor, Circuit Breaker, Bus Bar etc.

The protection review should be done keeping in view the following:

- 1.1. Protection scheme & settings recommended by OEM.
- 1.2. Deviation in implementation of schemes, Relay settings, coordination as per above reasons thereof.
- 1.3. Review of Over Current & Earth fault relay co-ordination at all Power Station & propose additional co-ordination if required.

OBJECTIVE:

Checking the system and procedures of power station to ensure the healthiness of protection system along with associated tripping.

SCOPE OF AUDIT:

1. To check for the healthiness of the primary and backup protection scheme & settings for Generator, Generator Transformer, Bus Bar, Transmission Lines, UAT, SAT and LBB scheme etc. recommend corrective action for any additional protection and disabling any unwanted setting/ protection.
2. Checking healthiness/adequacy of 220/48V DC System available for protection / PLCC and suggest corrective measures in case of any problem.
3. Review of availability/healthiness of communication links like PLCC, optical fiber (if applicable) used for protection. No testing is envisaged.
4. Review of availability/Healthiness of recording instruments- Disturbance recorder, Event Logger.

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5. Review of Healthiness/adequacy of the sequence of events (SOE) and Time synchronization unit (GPS). No testing is envisaged.
6. Review of test reports for assessing the healthiness of Circuit Breaker - Trip and close coil healthiness, closing and opening time, SF6 & operating media pressure settings for alarm, Auto reclose lock out and Breaker operational lockout and pole discrepancy operation.
- 7.1. Review the protection testing procedures benchmarked against best practices being adopted within NHPC power stations and other PSUs.
- 7.2. Review of field testing on all protection relays (including end to end testing), PLCC along with stimulation of Disturbance Recorder and Event Logger signals.
- 7.3. Check whether following is ensured/verified.
 - Relay operation as per settings.
 - Availability of current and voltage signals from CT & PTs.
 - Operation of Master Trip Relays and other outputs from protection relay operation.
 - Operation of C.B., Field Breaker, Governor, Unit stop relay etc. from Master Trip Relay.
8. Field inspection of existing protection devices for obsolescence of technology, suitability and healthiness (based on test reports).
9. The test reports available at site may be compared against commissioning reports or other best norms in the knowledge.
10. Review of the status of Third-Party Protection Audit monitored by RPC, or any observation/ comment raised by RLDC/RPC/O&M division.
11. Review of maintenance of records pertaining to Earthing value measurements.
12. Presenting the finding of the study and conducting at least 1 day tutorial/workshop to the concerned engineers.
13. Prepare a report on the protection review which shall include the details of findings including recommended protection philosophy, settings calculation, procedure for different protections & recommendations, with suitable solutions for rectification of identified problems.

NOTE: -

1. Testing of Relays at site is not envisaged in scope of work.
2. Review of Earthing system is not envisaged in scope of work.

Annexure-II

Sl No	Name of Power Station	Location of Power Station	Third Party Protection Audit	GST No
1	Salal	Salal Power Station NHPC Ltd. P.O. Jyotipuram Via Riyasi, Udampur PIN: 182312	1	01AAACN0149C3ZB
2	Dulhasti	Dulhasti Power Station NHPC Ltd., Chinab Nagar, Sector-II Distt. Kistwhar (J&K) PIN: 182206	1	01AAACN0149C3ZB
3	Uri	Uri-I Power Station, NHPC Ltd. Gingle, P.O. Mohra Dist. Baramulla (UT-J&K)PIN: 193122 India	1	01AAACN0149C3ZB
4	Uri-II	Uri-II Power Station,NHPC Ltd., Nowpora , Dist: Baramulla (UT- J&K), PIN:193123 India	1	01AAACN0149C3ZB
5	Kishanganga	Kishanganga Power Station, Vill- Kralpora, Distt.. Bandipora(UT Of J&K)-193502	1	01AAACN0149C3ZB
6	Bairasuil	Bairasiul Power Station Surangani, Distt. Chamba - 176317,Himachal Pradesh	1	02AAACN0149C1ZB
7	Chamera-I	Chamera Power Station-1, Samleu, The.- Dalhousie, Chamba, Himachal Pradesh. Pin-176325	1	02AAACN0149C1ZB
8	Chamera-II	Chamera-II Power Station, NHPC Limited, Karian, Distt. Chamba, Himachal Pradesh Pin-176310	1	02AAACN0149C1ZB

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9	Chamera-III	Chamera-III Power Station, NHPC Limited, Dharwala, Distt. Chamba, Himachal Pradesh Pin-176311	1	02AAACN0149C1ZB
10	Parbati-III	Parbati-III Power Station, NHPC Limited, Village-Behali, P.O. Larji, Distt. Kullu (H.P.), Pin-175122	1	02AAACN0149C1ZB
11	Tanakpur	Tanakpur Power Station P.O. Banbassa, Distt. Champawat-262310 ,Uttarakhand	1	05AAACN0149C4Z2
12	Dhauliganga	Dhauliganga Power Station, NHPC Limited, Post Nox-1, Tapovan, Dharchulla, Distt. Pithoragarh, Uttarakhand, Pin-262545	1	05AAACN0149C4Z2
13	Loktak	Loktak Power Station, NHPC LTD. Lower Kom Keirap, Bishnupur. Manipur-795124	1	14AAACN0149C1Z6
14	Teesta-V	Teesta Power Station, Balutar, East Sikkim-737134	1	11AAACN0149C1ZC
15	TLD-III	Teesta Low Dam-III Power Station, NHPC Limited, Rambh Bazar P.O. Riyang, Distt. Darjeeling, W.B., Pin-734321	1	19AAACN0149C1ZW
16	TLD-IV	Teesta Low Dam-IV Power Station, NHPC Limited, Kalijhora, P.O. Kalijhora, Distt. Darjeeling (W.B.), Pin-734320	1	19AAACN0149C1ZW

Annexure-III

Sl. No	Name of PS	Voltage Level (KV)	Make & Model	Installed Quantity	Make & Model	Installed Quantity	Make & Model	Installed Quantity	Make & Model	Installed Quantity	Total
1	Salal	220	ABB REG670	12	ABB RET670	12	MICOM P442	12	MICOM P746	6	42
2	Dulhasti	400	ANDRTIZ HIPASE CS-320	6	ANDRTIZ HIPASE	6	MICOM P442	4	MICOM P746	3	19
3	Uri	400	ABB REG670	8	ABB RET670	8	MICOM P442 ABB REL670	4 2	0	0	22
4	Uri-II	400	MICOM P343	8	MICOM P634	8	MICOM P442	4	MICOM P746	2	22
5	Kishanganga	220	MICOM P345	6	MICOM P643 MICOM P645	2 6	MICOM P442 MICOM P443	4 4	MICOM P746	3	25
6	Bairasuil	220	MICOM P345	6	MICOM P645	6	MICOM P444 GE D60	2 2	MICOM P746	2	18
7	Chamera-I	400	MICOM P343	6	MICOM P637	6	MICOM P443 MICOM P437	3 3	B90	2	20
8	Chamera-II	400	ABB REG670	6	ABB RET670	6	ABB REL521 ABB REL670	2 2	ABB REB670	1	17
9	Chamera-III	220	MICOM P343	6	MICOM P634	6	MICOM P442	4	MICOM P741	1	17

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10	Parbati-III	400	MICOM P343	8	MICOM P634	8	MICOM P443 MICOM P437	2 2	MICOM P741 MICOM P742	1 1	22
11	Tanakpur	220	ABB REG670 MICOM P343	3 3	ABB RET670	3	ABB REL 650 MICOM P442	3 2	ABB REB670	1	15
12	Dhauliganga	220	MICOM P343 SIEMENS Sip Rotech 7UM62	4 4	MICOM P643	8	MICOM P442 MICOM P443	2 2	MICOM P746	3	23
13	Loktak	132	MICOM P343 MICOM P391 ABB REG670	3 3 1	MICOM P632 MICOM P642	2 1	MICOM P442	4	0	0	14
14	Teesta-V	400	BECKWITH M3425	6	BECKWITH M3311	6	TOSHIBA GRZ100 TOSHIBA GRR100 TOSHIBA GRDR130 SIEMENS7SA 52	2 2 2 2	TOSHIBA GRB100 TOSHIBA GRB150	1 1	22

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15	TLD-III	220	ANDRITZ DRS COMPACT2 ANDRITZ DRS LIGHT LP8 ANDRITZ DRS LIGHT LA4 ANDRITZ DRS LIGHT LA6	8 8 4 4	ANDRITZ DRS COMPAC T2 C2	8	SIMENSE 7SA611 MICOM P442	2 2	ANDRITZ DRS LIGHT MBB ANDRITZ DRS LIGHT LBB	2 14	52
16	TLD-IV	220	MICOM P343	8	MICOM P634	8	MICOM P443 MICOM P437	3 3	ABB REB670	3	25

**Performance Guarantee Form
Bank Guarantee**

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

Bank Guarantee No.

Date

To,

[Employer's Name & Address]

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 monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal 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

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implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

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

Dated this day of 20..... at

WITNESS

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Attorney as per Power
of Attorney No.
Dated.....

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

- Notes: 1. (*) This sum shall be five percent (5%) of the Contract Price denominated in the types and proportions of currencies.
- (@) This date will be Ninety (90) days beyond the Contract Period/ Service period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
 3. Vendor's stamp with full details i.e. name of the purchaser in whose favour this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.
 4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on Behalf of the Contractor) under the registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor directly to the Employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter.

ANNEXURE-B of SCC**FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

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

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

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

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thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- ii) This Insurance Surety Bond shall be valid upto _____(+)
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serves upon Surety a written claim or demand on or before _____(@)

Dated thisday of20_.....at.....

WITNESS

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes :

1. (*) This sum shall be five percent (5%) of the accepted contract amount.
(@) This date will be three (3) months beyond the Contract period / Service Period as specified in the Contract.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

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3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

(To be submitted offline as well as uploaded online (scanned copy))

(Format of Integrity Pact)

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

PRE-CONTRACT INTEGRITY PACT

Between

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

And

M/s _____, a company/
firm/ individual (status of the company) and having its registered
office at _____

Represented by Sh. _____, 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./ Bid 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:-

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

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

1.0 COMMITMENTS OF THE EMPLOYER:

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

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

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

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

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

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

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- 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

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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.

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 Limited 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.

- 3.12 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.
- 3.13 The representative of the Bidder(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.
- 3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP 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 Bid Document is to be referred.

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the

procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-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 Limited (**Annex-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

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Monitors) for this Pact after approval by the Central Vigilance Commission.

- 7.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4** Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he/ she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6** The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself/ herself from that case.
- 7.7** The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8** The Monitor will submit a written report to the CMD, NHPC Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9** The word 'Monitor' would include both singular and plural.
- 8.0 FACILITATION OF INVESTIGATION:**

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

9.0 LAW AND PLACE OF JURISDICTION:

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

10.0 OTHER LEGAL ACTIONS:

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

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

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

11.0 VALIDITY:

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

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

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

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

For & On behalf of the Employer

For & On behalf of the Bidder/ Contractor

(Official Seal) Place-----

(Official Seal)

Place-----

Date-----

Date-----

Witness: 1. _____
(Name and address)

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(Name and address)

Witness: 1. _____
(Name and address)

2. _____
(Name and address)

Annex-A to Integrity PactGuidelines on Banning of Business Dealings**1. Introduction**

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 Suspension /Banning

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

5.0 Suspension of Business Dealings.

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

period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2** The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office) .In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3** If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4** It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5** The format for intimation of suspension of business dealing is placed at **Appendix- I**
- 6.0 Ground on which Banning of Business Dealings can be initiated**
- 6.1** If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2** If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3** If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4** If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5** If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6** If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7** If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8** If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part

in matters relating to the Company (NHPC) or even otherwise;

- 6.9** On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10** If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

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

7.0 Procedure for Banning of Business Dealings

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

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix-II** of these guidelines) shall be issued to the delinquent Agency by the

Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

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

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

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

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

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

7.5 Speaking Order

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

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

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the

circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

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

7.7 Effect of Banning

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

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

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

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

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

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

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

7.8 Hosting at NHPC website

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

8.0 Appeal against the Decision of the Competent Authority.

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

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

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

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

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

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

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

Brief of the default

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

This order shall have the following effects:

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

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

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

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

Appendix-II

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

..... Attn.: Shri

.....

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & On behalf of NHPC.

Appendix-III

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings Dear

Sir,

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

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

“ Brief of the Default may be mentioned”

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

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

This order shall have the following effects : Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.

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

Note: Strikeout whichever is not applicable

For & On behalf of NHPC.

Appendix –IV

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

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

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

Ref: 1. Order dated Placing M/s on Suspension/Banning List by NHPC;
2. Your Appeal reference Dt.....

Dear

Sir,

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

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

* There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,

* Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of

Suspension/Banning for years/months from the date of order of original authority;

* Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

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

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

provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC